

**OSBORN SCHOOL DISTRICT NO. 8**  
**GOVERNING BOARD MEETING**  
**December 17, 2024**

**Regular Meeting – 5:30 P.M.**  
**Doors Open at 5:15 PM**

**THE OSBORN DISTRICT OFFICE**  
**1226 WEST OSBORN ROAD**  
**PHOENIX, AZ 85013**

*The Governing Board will hold this meeting through technological access. Members of the public may attend in person, via Youtube Livestream. Access to the livestream is found [here](#)*

*The public will be able to listen to the meeting live through livestream. An Osborn employee will read the Call to the Public comments. Any communication received in Spanish, will be translated and read to the members of the Governing Board in English. The comments in their entirety will be presented to the Governing Board in writing. You may also present a live Call to the Public if you are attending in person or on the Youtube Livestream. An individual wishing to address the Governing Board using technological access must email their message or request to speak live to [lnye@osbornsd.org](mailto:lnye@osbornsd.org) by 12:00pm on Tuesday, December 17, 2024.*

*Agendas are available at least 24 hours prior to each meeting in the District Office at 1226 West Osborn Road, Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m. One or more Board members may attend telephonically. Board members attending telephonically will be announced at the meeting. The board may vote to recess into an executive session for the purpose of obtaining legal advice from the board's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03(A)(3). Accommodations for individuals with disabilities, including alternative format materials, sign language interpretation, assistive listening devices, or assistance with Calls to the Public are available upon 72 hours' advance notice through the Office of the Superintendent 602-707-2002. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.*

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**I. Call to Order**

**II. Pledge of Allegiance /Land Acknowledgement**

OMS students will share information about the United Sound mentoring program.

**III. District Celebrations and Announcements**

1. OMS School presentation
2. Spread L.O.V.E. Awards from OMS School
3. Recognition of the Transportation Department's entry of bus into APS Electric Light Parade

**IV. Consent Agenda – Approval of Items Since November Meeting**

- A. Ratification of Accounts Payable Vouchers
- B. Ratification of Payroll Vouchers
- C. Board Minutes
  1. Regular Meeting of November 19, 2024
  2. Child Internet Protection Act (CIPA) Public Hearing of November 19, 2024
  3. Revision of Fiscal Year Expenditure Budget Public Hearing of November 19, 2024
- D. Approval of Personnel Items
  4. New Employees
  5. Extra Duty Contracts
  6. Employment Changes/Additions
  7. Resignations

- 8. Terminations
- 9. Retirements
- 10. Leaves of Absence
- E. Donations
- F. Expenditure and Revenue Report
- G. Student Activities Statement of Revenue and Expenditures
- H. Disposal
- I. Approval of Partnership agreements
  - 1. Approval of Renewal of Student Placement Agreement between NAU and Osborn School District.
  - 2. Agreement with Mesa Community College for Classroom Placement Opportunities for Early Childhood Education Students
  - 3. Approval of IGA with the MCSS Office for Financial System Support Consortium
  - 4. Approval of AZAC agreement
- J. Out of state travel
  - 1. Approval of out of state travel for Cory Alexander to attend the School Nutrition Association's (SNA) 2025 Legislative Action Conference (LAC25), March 8-11, 2025, in Washington, D.C.
  - 2. Approval of out of state travel for Cory Alexander to attend the ScratchWorks Gathering in Minneapolis, MN on May 5-8, 2025.
- K. Update of FY24 Annual Financial Report (Page 4)

**V. Call to the Public**

**VI. Board Presentation**

Superintendent Presentation on Calendars

**VII. Administrative Reports since November Meeting**

- A. Administrative Reports—Principals and district office administrators submit progress reports on work completed in their school/department as well as upcoming events. Principal reports are also sent to parents to improve communication. Board members may comment.
- B. Suspension Report for the month of November
- C. Student Absence Report for month of November
- D. Substitute Teacher Report for the month of November
- E. Student Enrollment Report as of November

**VIII. Action Items**

**ACTION/APPROVAL**

- A. Approval of School Calendars for 25/26 and 26/27
- B. Approval of Preschool Tuition Rates for 25-26 School Year
- C. Approval of Open Enrollment Capacity for 2025-2026 School Year
- D. Approval and Second Reading of ASBA Policy Revisions:
  - BAA Evaluation of School Board/ Board Self-Evaluation
  - DJE Bidding/Purchasing Procedures
  - DJE-R Bidding/Purchasing Procedures
  - GCFC Professional Staff Certification and Credentialing Requirements
  - GCFC-E Professional Staff Certification and Credentialing Requirements
  - G DFA Support Staff Qualifications and Requirements
  - G DFA-E Support Staff Qualifications and Requirements
  - IGA Curriculum Development
  - IMG Animals in Schools
  - IMG-R Animals in Schools
  - JLCD-R Medicines/Administering Medicines to Students

**INFORMATION UPDATES**

E. Bond Update

**IX. Board Development**

A. Discussion A Strategic Planning for School Leaders Chapters 4 & 5

**X. Reflections/Feedback on Meeting**

Reflections on the business of this meeting. Governing Board members may comment on how reflections align to Board goals.

**XI. Future Agenda Items**

**XII. Adjournment**

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – I/II**

**Agenda Item**

**Call to Order**

**Pledge of Allegiance/School Presentation/Land Acknowledgement**

For Board:     Action                       Discussion                       Information

**Osborn School District Land Acknowledgement**

*Arizona is home to 22 tribal nations. Osborn School District is situated on the homelands of the Akimel O’odham and Piipaash People. Osborn School District recognizes the original inhabitants of these lands and recognizes they still reside throughout the City of Phoenix. We recognize their wisdom, impact, and generosity toward us. Osborn School District is surrounded by the original Salt River canals that were constructed by the ancestral Sonoran Desert people, the Huhugam. These canals created a livelihood for the people and are still in use today. We acknowledge the modern indigenous people that inhabited this area as well as their Sonoran Desert ancestors, the Huhugam.*

[Osborn Land Acknowledgement Video](#)

**Background**

Osborn Middle School will be presenting about the United Sound peer mentoring program that Ms. Georges and Mr. Parker are leading at OMS. United Sound’s mission is to remove barriers and foster social change through music. We have three students from Mr. Parker’s class being mentored by students in Ms. Georges band classroom. The students have been practicing and preparing to perform in our Winter Concert on Thursday, December 5th.

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

Information Only

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT NO. 8  
December 17, 2024  
Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – III**

**Agenda Item**

**District Celebrations and Announcements**

For Board:     Action             Discussion             Information

**Background –**

1. OMS School presentation
2. Spread L.O.V.E. Awards from OMS School
3. Recognition of the Transportation Department’s entry of bus into APS Electric Light Parade

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

Information Only

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – IV-A**

**Agenda Item**

**Ratification of Accounts Payable Vouchers**

For Board:  Action       Discussion       Information

**Background –**

The following worksheets reflects Accounts Payable warrants processed through the County Treasurer for district liabilities.

A.R.S. §15-321.G requires that, “An order on a county school superintendent for a salary or other expense shall be signed by a majority of the governing board. An order for salary or other expense may be signed between board meetings if a resolution to that effect has been passed prior to the signing at a regular or special meeting of the governing board and the board ratifies the order at the next regular or special meeting of the governing board.”

**Legal**

A.R.S. §15-321.G

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

It is recommended that the Governing Board ratify payment of FY25 Accounts Payable Vouchers from November 1 through November 30, 2024.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**Osborn School District No. 8**  
**Summary of FY25 Accounts Payable Vouchers Processed**  
**11/1/24 through 11/30/24**

<b>Fund Title</b>	<b>Fund #</b>	<b>Total</b>
M & O	1	343,758.10
P301 Base Pay	11	0.00
P301 Performance Payout	12	0.00
Instructional Improvement fund	20	0.00
Title I	100	0.00
Title I	101	4,934.88
Title I Targeted Support & Improv	115	750.00
Title I Targeted Support & Improv	116	0.00
Title IIA - Improving Teacher Quali	140	0.00
Title IIA - Improving Teacher Quali	141	2,800.00
TITLE IV-SAFE & DRUG FREE BASIC	160	0.00
Title IV- Safe & Drug free basic	161	510.00
21st Century (Enc, Sol)	162	3,753.04
21st Century (CL, LV, OMS)	163	2,683.16
Title III	190	0.00
Title III	191	0.00
Emergency Immigrant Funding	196	0.00
Title VII - Indian Ed	200	0.00
Idea - Basic	220	0.00
ARRA - IDEA BASIC	221	8,450.84
Idea - Preschool Grant	222	0.00
Idea Edisa	223	0.00
Idea Edisa-1 Implementation	224	0.00
ARP-Idea Preschool	227	0.00
ARP- IDEA BASIC	228	0.00
JOHNSON-O'MALLEY	230	0.00
JOHNSON-O'MALLEY	231	0.00
Education for Homeless Children	280	0.00
Education for Homeless Children	281	0.00
ARRA-ED For Homeless	283	0.00
ARP-Homeless I	284	0.00
Medicaid Reimb	290	528.00
AZ NURSES WORKFORCE GRANT	310	0.00
PRE School Dev GRANT	320	0.00
AZ PRIME GRANT	321	38,804.90
Pre School Dev - Start - Up	322	0.00
ESSER CARES	326	0.00
Acceleration Academy Grant	327	0.00
ENROLLMENT STABILIZATION GRANT	328	0.00
HQEL	333	0.00
ESSER/CARES ROUND II	336	0.00
ACCELERATION ACADEMIES	337	0.00
ESSER ROUND III	346	0.00

TIF GRANT - ASU	352	0.00
FED ED INNOVATION RESEARCH G	364	0.00
Scoppes - Counseling Grant	376	0.00
Arts in Education	377	0.00
ARP - HOMELESS II ENTITLEMENT	383	0.00
ARP - Homeless I Grant	384	0.00
Race To The Top	396	0.00
GIFTED	450	0.00
RESULT BASED FUNDING	457	0.00
AZ Transportation Modernization	465	0.00
EARLY LITERACY GRANT	472	0.00
OIE RISE GRANT	475	0.00
VW BUS SETTLEMENT	476	0.00
FEMININE HYGIENE	478	0.00
Safe Schools	480	0.00
School Emergency Readiness	485	0.00
Arts ED GRANT	492	0.00
TREES FOR SCHOOL GRANT	494	0.00
Sch PI-Sales/Leas Over 1 YR	500	0.00
School Plant Sales	502	0.00
School Plant 1 Year/Less	505	0.00
Food Service	510	58,354.55
Civic Center	515	0.00
Community School	520	103.32
Community School Montessori	521	0.00
Auxiliary Operations	525	0.00
Extra Curr Tax Fees CR	526	554.00
Gift and Donations	530	4,675.31
Fingerprint	540	40.00
Insurance Proceeds	550	0.00
Textbooks	555	0.00
LITIGATION RECOVERY	565	0.00
Indirect Costs	570	0.00
Unemployment Insurance	575	0.00
Insurance Refund	585	0.00
Unrestrict Capital Outlay	610	41,100.16
Bond Building funds	630	623,204.73
Energy & Water Savings	665	0.00
SFB BUILDING RENEWAL	691	0.00
Student Activities	850	0.00
Employee Insurance Fund	855	196,821.12
		<u>1,331,826.11</u>



**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – IV-B**

**Agenda Item**

**Ratification of Payroll Vouchers**

For Board:  Action       Discussion       Information

**Background –**

The following worksheets reflects payroll warrants processed through the County Treasurer for employee salaries and payroll liabilities.

A.R.S. §15-321.G requires that, “An order on a county school superintendent for a salary or other expense shall be signed by a majority of the governing board. An order for salary or other expense may be signed between board meetings if a resolution to that effect has been passed prior to the signing at a regular or special meeting of the governing board and the board ratifies the order at the next regular or special meeting of the governing board.”

**Legal**

A.R.S. §15-321.G

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

It is recommended that the Governing Board ratify payment of 2024/25 Payroll Vouchers processed from November 1 through November 30, 2024.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

# Osborn School District No. 8

## Summary of Payroll Vouchers 11/1/24 thru 11/30/24

<u>Fund Title</u>	<u>Fund</u>	<u>Total</u>
Maintenance & Operation	001	1,364,678.90
Proposition 301	011	146,947.66
Proposition 301	012	202.42
Instructional Improvement Fund	020	5,532.69
Structured English Emersion	71	1,235.41
Title I Disadvantaged Grant	101	82,304.73
Title IIA	141	352.60
	160	0.00
Title IV	161	934.86
21st CCLC Grant	162	5,646.03
21st CCLC Grant	163	6,005.68
Title III	191	3,724.28
Title VII-Indian Ed	200	1,869.03
IDEA - General Entitlement Grant	220	1,869.03
IDEA - BASIC	221	62,240.44
IDEA-Preschol Grant	222	0.00
IDEA EDISA - 3 TRAININ	223	2,988.28
ARP- IDEA PRESCHOOL	227	0.00
ARP- IDEA BASIC	228	0.00
Johnson O'Malley	231	3,738.10
Medicaid Reimbursement Fund	290	23,415.73
AZ Prime Grant	321	37,017.52
HQEL Grant	333	0.00
ESSER ROUND III	346	0.00
FED ED INNOVATION RESEARCH	364	3,273.60
RESULTS BASED FUNDING	457	19,631.69
na	472	17,420.17
FOUNDATIONAL LITERACY GRANT	473	14,429.38
OIE RISE GRANT	475	4,796.22
SCHOOL SAFETY GRANT	480	34,532.42
STATE TUTORING	483	0.00
Food Service Fund	510	117,614.29
Civic Center	515	9,815.69
Community Schools	520	47,282.19
Community Schools-Montessori	521	34,331.67
Extra Curr Tax Fees	526	0.00
Gifts & Donations	530	4,465.42
Indirect Costs Fund	570	25,819.92
UNRESTRICT CAPITAL OUTLAY	610	0.00
		\$ 2,084,116.05

**OSBORN SCHOOL DISTRICT NO. 8**  
**December 17, 2024**  
**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – IV-C-1**

**Agenda Item**

**Approval of Governing Board Minutes**

For Board:     Action                       Discussion                       Information

**Background –**

Approval is requested for the minutes of the following meetings:

1. Regular Meeting of November 19, 2024
2. Child Internet Protection Act (CIPA) Public Hearing of November 19, 2024
3. Revision of Fiscal Year Expenditure Budget Public Hearing of November 19, 2024

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

It is recommended that the Governing Board approve the Governing Board minutes as presented.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

OSBORN SCHOOL DISTRICT NO. 8  
Governing Board Regular Meeting  
November 19, 2024

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The Regular Meeting of the Osborn School District Governing Board was called to order at 5:37 PM by Board Clerk Leanne Greenberg.

Edward Hermes, Board President- participated telephonically  
Leanne Greenberg, Board Clerk  
Violeta Ramos, Board Member-absent  
Rhiannon Ford, Board Member  
Dr. Michael Robert, Superintendent

**Pledge of Allegiance/ Land Acknowledgement**

Solano students led the pledge and Governing Board Member Mrs. Ford read the land acknowledgement.

Solano Principal Nickolich shared that they would be presenting on the Tiger Buddies program where Solano 6<sup>th</sup> graders support the youngest Tigers in the STRIVE Program. Principal Nickolich introduced Mentor Teacher Ms. Linton, Mr. Bliss and Ms. Wright who shared benefits of the program.

**District Celebrations and Announcements**

Principal Nickolich then presented Spread L.O.V.E. Awards to:

Joy- Jennifer Houston  
Relationships- Nallely Quiroz  
Growth- Alex Shillito  
Integrity- Mildred Fuentes  
Equity- Joan Bucklew

Clerk Greenberg called for a short break at 6:02 PM.  
The meeting resumed at 6:09 PM.

**Consent Agenda**

- A. Ratification of Accounts Payable Vouchers
- B. Ratification of Payroll Vouchers
- C. Board Minutes
  - 1. Regular Meeting of October 15, 2024
  - 2. Work Study of November 12, 2024
- D. Approval of Personnel Items
  - 1. New Employees
  - 2. Extra Duty Contracts
  - 3. Employment Changes/Additions
  - 4. Resignations
  - 5. Terminations
  - 6. Retirements
  - 7. Leaves of Absence
- E. Donations
- F. Expenditure and Revenue Report
- G. Student Activities Statement of Revenue and Expenditures
- H. Disposal of Equipment
- I. Approval of MOU's/Agreements with Community Partners
  - 1. Agreement with Scottsdale Community College for Experiential Education Partnership

2. Approval of the Memorandum of Understanding between SOUNDS Academy and the Osborn School District for the 2024- 2025 SY.
  3. Approval of MOU with Grand Canyon University for Field Experience
  4. Arizona Prioritizing Recruitment/Retention and Induction to Maximize Equity (AZ PRIME) Year 2 Memorandum of Agreement (MOA) with the National Institute of Excellence in Teaching (NIET)
  5. Agreement for Data Sharing with AZTR AIR Program
  6. Approval of MOU with AZTR Arizona Teacher Residency Program
- J. Out of State Travel
1. Out of state travel for approximately 30 people to attend the NIET Conference in Washington DC February 26-March 2, 2025
- K. Approval of the revised Human Resources Technician job description.

Mrs. Ford motioned for approval. Mr. Hermes seconded. Motion carried 3-0.

Mr. Hermes aye  
Mrs. Ford aye  
Mrs. Greenberg aye

### **Call to the Public**

### **Board Presentation**

Director of Transportation Sam Garcia shared a presentation providing an overview of how bus routes are determined, the fleet and staffing. Mr. Garcia explained that with new students arriving weekly so there are always changes. He said that routes are posted and have live updates so families can see any changes.

Discussion continued around expanding transportation and the desire to look at options for handling the congestion at drop off and pick up times.

### **Admin Reports**

Members thanked administrators for their reports and referring to the Teaching and Learning report, Mrs. Ford expressed her appreciation of seeing that there are 953 students participating in after school programs.

### **Action Items**

#### **Approval of First Reading of ASBA Policy Revisions:**

<b>BAA</b>	<b>Evaluation of School Board/ Board Self-Evaluation</b>
<b>DJE</b>	<b>Bidding/Purchasing Procedures</b>
<b>DJE-R</b>	<b>Bidding/Purchasing Procedures</b>
<b>GCFC</b>	<b>Professional Staff Certification and Credentialing Requirements</b>
<b>GCFC-E</b>	<b>Professional Staff Certification and Credentialing Requirements</b>
<b>GDFA</b>	<b>Support Staff Qualifications and Requirements</b>
<b>GDFA-E</b>	<b>Support Staff Qualifications and Requirements</b>
<b>IGA</b>	<b>Curriculum Development</b>
<b>IMG</b>	<b>Animals in Schools</b>
<b>IMG-R</b>	<b>Animals in Schools</b>
<b>JLCD-R</b>	<b>Medicines/Administering Medicines to Students</b>

Dr. Robert provided a short overview of the changes noting that statute drives many of the revisions to policy.

Mr. Hermes motioned to approve Mrs. Ford seconded. Motion carried 3-0.

Mr. Hermes aye  
Mrs. Ford aye  
Mrs. Greenberg aye

**The Board will discuss, consider and give direction on voting on one bylaw change proposal from the Arizona School Boards Association. This bylaw proposal by the ASBA Board of Directors must be approved by two-thirds of the ASBA member boards to be effective. After discussion, the Board will vote to give direction to Lisa Nye to vote in the manner the board has approved.**

Mrs. Greenberg expressed concern with changes to article IV relating to membership section 5.2 stating that she would need clarification on what the changes mean. Mr. Hermes agreed. Dr. Robert will ask for clarification and a special meeting can be called to decide on direction for the vote.

**Set Date for January Organizational Meeting- January 21**

Members checked their availability to meet January 21 at 5:30 PM.

Mrs. Ford moved for approval. Mrs. Greenberg seconded. Motion carried 3-0.

Mr. Hermes aye  
Mrs. Ford aye  
Mrs. Greenberg aye

**Recommendation of RFQ 2025.01 Award for Construction Manager at Risk**

Mrs. Toscano provided highlights of key points in the process. She explained that after ranking the submittals, evaluators requested presentations of the top 3 and are recommending Chasse Building Team. A short discussion took place around how Chasse was chosen as the recommendation and Ms. Toscano explained that all information will be posted on the website and vendors who do not receive the award will be invited back for a debriefing.

Mrs. Ford moved for approval. Mr. Hermes seconded. Motion carried 3-0.

Mr. Hermes aye  
Mrs. Ford aye  
Mrs. Greenberg aye

**Approval of the FY 2025 Expenditure Budget Revision**

There were no further questions.

Mrs. Ford moved for approval. Mr. Hermes seconded. Motion carried 3-0.

Mr. Hermes aye  
Mrs. Ford aye  
Mrs. Greenberg aye

### **Bond update**

Elizabeth Thielen provided an update on items in the first bond package including Montecito renovations and playground equipment. Equipment is expected to be delivered January 6<sup>th</sup>. She explained that due to the amount of work involved with excavation a completion date has not been set. The playground project for Encanto is quite extensive and will likely take the longest to complete. Marquees, flat panel displays and roofing projects were also noted as current projects and hope expressed that SFD funds will be available saving bond dollars to fund other projects.

Dr. Robert and Marketing and Communications Coordinator, Mr. Stacey shared that a new page covering bond projects will soon be added to the website. Members thanked Mr. Stacy and were happy to know the community will be able to see how dollars from the bond are being utilized.

### **Board Development**

#### **NSBA Annual Conference April 4-6, 2025 Atlanta, GA**

Dr. Robert stated that the conference will take place in Atlanta in April of 2025. Mrs. Greenberg shared that she and member Ramos attended last year and found the conference to be very informative and a good experience. Members will inform Ms. Nye of their interest in attending so arrangements can be made.

#### **Strategic Planning for School Leaders Chapters 4 & 5**

Due to all members not being present the item will be discussed at the next meeting.

### **Reflections**

Mrs. Ford enjoyed celebrating Solano and thank Principal Nickolich for her leadership and going above and beyond. She expressed appreciation for the Tiger Buddies program and the alignment to the district's Core Values.

Mr. Hermes thanked Mr. Stacey for the new webpage. He enjoyed the presentation by Solano and the recent celebration of the school shade and other projects happening at that site. He also thanked Mr. Garcia for his presentation and information about processes.

Mrs. Greenberg said as a special educator inclusion is important and she has appreciated seeing the district's growth in this area noting that the Tiger Buddy program has huge value to every student that participates. She was also excited about what is being done with bond dollars stating that it is hard to imagine providing the opportunities without the funds.

Dr. Robert said the meeting was a wonderful opportunity to showcase Solano commending Principal Nickolich for the thoughtful and creative ways she showcases the school and programs. He thanked Mr. Garcia for his presentation and the Board's approval of the CMAR adding that he is he is excited to have a chance to work with them.

### **Future**

#### **Mrs. Ford**

- Look at drop off and pick up procedures at all the schools and
  - how parents can be educated on the procedures
  - And how to keep everyone safe

#### **Mrs. Greenberg**

- Calendar for 25-26 school year and would love to plan out the next 3 years

- Strategic plan
  - Calendar dates for listening sessions to get community input
- Look at suspension/ discipline data from 1<sup>st</sup> semester and use for 2025-2026 planning
- Review of program and course curriculum to determine what materials are used for and if there are areas that haven't been reviewed-
  - list sent to Board of what the district has followed by discussion of what admin would like to see and determine what is and isn't working

**Adjournment**

Mrs. Greenberg declared the meeting adjourned at 7:27PM.

Minutes submitted by:

\_\_\_\_\_  
Lisa Nye, Executive Assistant  
to the Superintendent and Governing Board

\_\_\_\_\_  
Leanne Greenberg, Board Clerk



The CIPA Public Hearing was called to order by Board Clerk Leanne Greenberg at 5:30 pm.

All members of the Governing Board were present.

**Present:**

Edward Hermes, Board President appeared telephonically  
Leanne Greenberg, Board Clerk  
Violeta Ramos, Board Member  
Rhiannon Ford, Board Member  
Dr. Michael Robert, Superintendent

**Child Internet Protection Act (CIPA)**

Mr. Dana explained that the purpose of the hearing is to provide notification to both parents and the community that the district is in compliance of both state and federal laws and monitors all activity.

There were no questions or comments.

The Hearing ended at 5:34 pm.

Minutes submitted by:

\_\_\_\_\_  
Lisa Nye, Executive Administrative Assistant  
to the Superintendent and Governing Board

\_\_\_\_\_  
Leanne Greenberg, Board Clerk

The Osborn School District's Revision of the Fiscal Year Expenditure Budget Public Hearing began at 5:35 p.m.

All members of the Governing Board were present.

**Present:**

Edward Hermes, Board President- appeared telephonically  
Leanne Greenberg, Board Clerk  
Violeta Ramos, Board Member  
Rhiannon Ford, Board Member  
Dr. Michael Robert, Superintendent

**Revision of the Fiscal Year Expenditure Budget**

Ms. Toscano explained that student counts change daily. ADE verifies counts and if there is more than a 1 percent change districts are notified that a M and O budget revision will be needed.

Noting that enrollment has increased Ms. Toscano said the 2025 expenditure budget from maintenance and operations is being revised and overall is down just over 350 thousand dollars but reflects an increase over prior year.

There were no questions or comments.

Hearing ended at 5:36 pm

Minutes submitted by:

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Lisa Nye, Executive Administrative Assistant  
to the Superintendent and Governing Board

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Leanne Greenberg, Board Clerk

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – IV-D-1-7**

**Agenda Item**

**Approval of Personnel Items**

For Board:  Action       Discussion       Information

**Background –**

Per attached list.

Note: Due to HIPPA laws (Health Insurance Portability & Accountability Act) regarding privacy of health information, we do not include letters from individuals requesting FMLA because their medical conditions are mentioned in their letters. This information must be held confidential. Board members will simply know from the usual monthly listings that it is an FMLA request and understand that such requests are made due to one’s own personal illness or injury or a close family members’ illness or injury or the birth or adoption of a child, etc.

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

It is recommended that the Governing Board approve the Resignations/Terminations/Retirements and Employment/Changes/Additions as presented.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**NEW EMPLOYEES: CERTIFIED**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE HIRED</u>	<u>RATE OF PAY</u>
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**NEW EMPLOYEES: CLASSIFIED**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE HIRED</u>	<u>RATE OF PAY</u>
Blueford, Consentida	Food II	CN	12/9/2024	\$18.76
Carrasco, Maria	Food II	CN	12/9/2024	\$18.31
Lopez Castenada, Yadira	Food II	CN	12/2/2024	\$19.36
Sanchez, Edward	Food II	CN	11/25/2024	\$16.51
Young, Cynthia	Crossing Guard	MT	11/18/2024	\$18.03

**RATIFY ADDENDUM TO CONTRACT**

NAME

PROGRAM

AMOUNT

**PRE-APPROVAL ADDENDUM TO CONTRACT**

NAME

PROGRAM

AMOUNT

**ADDITIONAL ASSIGNMENTS**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF PAY</u>
Kelly, Tevin	XD- Boys Basketball	LNV	12/2/2024	\$26.15
Montoya, Dorinda	XD- 21st Century Educational Assistant Substitute	LNV	12/2/2024	\$24.99
Montoya, Dorinda	XD- 21st Century Enrichment	LNV	12/2/2024	\$24.99
Perez, Andres	XD- 21st Century Enrichment	LNV	12/2/2024	\$21.01

**CHANGE OF ASSIGNMENT**

<u>NAME</u>	<u>FROM POSITION</u>	<u>TO POSITION</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF PAY</u>
Castro, Maria	Food II	Baker/Cook	CN	12/2/2024	\$21.27
Delgado-Noriega, Maria Cristin	Baker/Cook	Van Driver	MT	12/2/2024	\$17.58
Flores, Rebeca	Baker/Cook	Bus Attendant	MT	12/2/2024	\$14.96
Salgado, Romina	1.0 21st Century District Coordinator	.5 21st Century District Coordinator	DO	7/29/2024	\$45,582.74

**NEW YEAR CLASSIFIED ASSIGNMENTS**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>	<u>RATE OF PAY</u>
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**NEW YEAR SUBSTITUTES ASSIGNMENTS**

**RESIGNATIONS**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>
Garcia, Alysha	Food II	CN	11/8/2024
Sanchez Vivas, Maria	Food II	CN	11/15/2024

**TERMINATIONS**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>DATE</u>
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**RETIREMENTS**

<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
Sabbath, Carrlee	Self Contained Teacher	ENC	11/15/2024

**LEAVE OF ABSENCES:**

<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
Gentry, Andrew	FMLA (continuous)	DO	11/4- 12/16/24
Heath, Elizabeth	FMLA (continuous)	OMS	9/16-11/12/24
Heath, Elizabeth	FMLA (intermittent)	OMS	11/13-3/12/24
Regis, Maria	FMLA	LNV	11/11-11/26/24

**MILITARY LEAVE:**

<u>NAME</u>	<u>REASON</u>	<u>LOCATION</u>	<u>DATE</u>
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**PRE-APPROVAL ADDENDUM TO CONTRACT**

<u>NAME</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Chevalier, Cecilia	Teacher on Special Assignment 8/5/24-5/22/25	\$7,000.00
Chevalier, Cecilia	Teacher on Special Assignment 8/5/24-5/22/25	\$5,000.00
Lizarraga, Mackenzie	Dual Language -English & Spanish Teacher 8/5/24-5/22/25	\$2,500.00
Roberts, Mae	Homebound Services 8/4-11/25/24	\$940.00
Sauter, Jessica	21st CCLC Instructor 9/16-11/22/24	\$480.00

OSBORN SCHOOL DISTRICT NO. 8

December 17, 2024

Board Meeting

The Osborn Community advances the full potential of every child by developing emotional intelligence and academic excellence.

Agenda Item Number – IV-E

**Agenda Item**

**Donations**

For Board:  Action  Discussion  Information

**Background –**

Donor	Donation	Location	Estimated Value
Nicholas Avery King	Target Gift Cards	Encanto	\$500
Joe Maus	Fishing equipment	Fish and Wildlife Program	\$410

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

It is recommended that the Governing Board approve the list of donations as presented.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

OSBORN SCHOOL DISTRICT #8

REQUEST FOR ACCEPTANCE OF DONATIONS AND GIFTS

NAME OF INDIVIDUAL MAKING DONATION: Joe Maus  
(PLEASE PRINT)

REPRESENTING (FIRM, CORPORATION): self

SIGNATURE Joe Maus / Nicholas Perez

ADDRESS 9018 West Melinda Lane

CITY Peoria STATE IL ZIP 85382

PHONE NUMBER (HOME) 602-421-2319 (OFFICE) 8

SCHOOL REQUESTING ACCEPTANCE Langview School / Fish and wildlife

PRINCIPAL SIGNATURE [Signature] DATE 12/2/24

DONATED ITEM:

DESCRIPTION Fishing Reels, fishing line, hooks, weights, assorted - Artificial Baits and Lures, Bait casting Reels

SERIAL # N/A

ESTIMATED VALUE \$ 410.00 - Plus

ROOM #/LOCATION OF ITEM Fish-w. Wildlife Room

BUSINESS OFFICE/PROPERTY CONTROL

ASSIGNED ASSET # \_\_\_\_\_

DATE OF BOARD APPROVAL \_\_\_\_\_

**OSBORN SCHOOL DISTRICT #8**

**REQUEST FOR ACCEPTANCE OF  
DONATIONS AND GIFTS**

NAME OF INDIVIDUAL MAKING DONATION: Nicholas Avery King  
(PLEASE PRINT)

REPRESENTING (FIRM, CORPORATION): \_\_\_\_\_

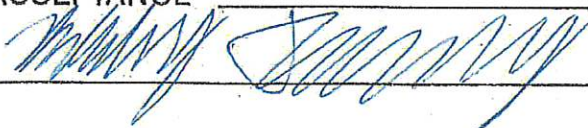
SIGNATURE \_\_\_\_\_

ADDRESS 325 W. Riverside St.

CITY Phoenix STATE AZ ZIP 85041

PHONE NUMBER (HOME) 602-918-8152 (OFFICE) \_\_\_\_\_

SCHOOL REQUESTING ACCEPTANCE Encanto Elementary School

PRINCIPAL SIGNATURE  DATE 12/6/24

**DONATED ITEM:**

DESCRIPTION \_\_\_\_\_

Target gift cards to shop for families in need this holiday season

SERIAL # \_\_\_\_\_

ESTIMATED VALUE \$500

ROOM #/LOCATION OF ITEM \_\_\_\_\_

**BUSINESS OFFICE/PROPERTY CONTROL**

ASSIGNED ASSET # \_\_\_\_\_

DATE OF BOARD APPROVAL \_\_\_\_\_

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – IV-F**

**Agenda Item**

**Expenditure and Revenue Report**

For Board:     Action             Discussion             Information

**Background –**

Attached is a summary fund status for all current district funds in accordance with Board Policy DBI that states, *“In order to determine if budgeted expenditures are in keeping with the adopted budget, a monthly report of expenditures and revenues shall be presented to the Board.*

*Any over expenditure in a major subsection of the maintenance and operation budget shall require Board approval.”*

**Legal**

A.R.S. 15-905

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

For information only

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

# Osborn School District

## Board Exp & Revenue Report

From Date: 11/1/2024

To Date: 11/30/2024

Fiscal Year: 2024-2025

- Subtotal by Collapse Mask   
  Include pre encumbrance   
  Print accounts with zero balance   
  Filter Encumbrance Detail by Date Range  
 Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
001.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$1,412,623.04)	(\$5,497,312.55)	\$5,497,312.55	\$0.00	\$5,497,312.55	0.00%
001.000.0000.2000.000.000.0000	Undesignated	\$0.00	\$3,666.70	\$28,339.05	(\$28,339.05)	\$0.00	(\$28,339.05)	0.00%
001.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	(\$796,646.40)	(\$3,652,676.32)	\$3,652,676.32	\$0.00	\$3,652,676.32	0.00%
001.000.0000.6000.000.000.0000	EXPENDITURES	\$22,667,985.48	\$1,633,562.82	\$6,723,892.93	\$15,944,092.55	\$12,523,205.01	\$3,420,887.54	15.09%
	FUND: MAINTENANCE AND OPERATION - 001	\$22,667,985.48	(\$572,039.92)	(\$2,397,756.89)	\$25,065,742.37	\$12,523,205.01	\$12,542,537.36	55.33%
010.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	(\$166,710.39)	(\$833,551.95)	\$833,551.95	\$0.00	\$833,551.95	0.00%
	FUND: CLASSROOM SITE FUND - 010	\$0.00	(\$166,710.39)	(\$833,551.95)	\$833,551.95	\$0.00	\$833,551.95	0.00%
011.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$8,498.38)	(\$45,363.18)	\$45,363.18	\$0.00	\$45,363.18	0.00%
011.000.0000.6000.000.000.0000	EXPENDITURES	\$2,408,799.00	\$147,366.24	\$559,411.15	\$1,849,387.85	\$1,209,166.57	\$640,221.28	26.58%
	FUND: P301 BASE PAY - 011	\$2,408,799.00	\$138,867.86	\$514,047.97	\$1,894,751.03	\$1,209,166.57	\$685,584.46	28.46%
012.000.0000.6000.000.000.0000	EXPENDITURES	\$2,263,684.00	\$202.42	\$1,716.77	\$2,261,967.23	\$1,771.58	\$2,260,195.65	99.85%
	FUND: P301 PERFORMANCE PAY - 012	\$2,263,684.00	\$202.42	\$1,716.77	\$2,261,967.23	\$1,771.58	\$2,260,195.65	99.85%
020.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$429.59)	(\$2,249.96)	\$2,249.96	\$0.00	\$2,249.96	0.00%
020.000.0000.6000.000.000.0000	EXPENDITURES	\$130,000.00	\$5,532.69	\$21,187.62	\$108,812.38	\$46,705.06	\$62,107.32	47.77%
	FUND: INSTRUCTIONAL IMPROVEMENT FUND - 020	\$130,000.00	\$5,103.10	\$18,937.66	\$111,062.34	\$46,705.06	\$64,357.28	49.51%
071.000.0000.6000.000.000.0000	EXPENDITURES	\$54,377.31	\$2,346.41	\$2,346.41	\$52,030.90	\$0.00	\$52,030.90	95.68%
	FUND: STRUCTURED ENGLISH IMMERSION - 071	\$54,377.31	\$2,346.41	\$2,346.41	\$52,030.90	\$0.00	\$52,030.90	95.68%
100.000.0000.6000.000.000.0000	EXPENDITURES	\$1,153,863.70	(\$31.00)	(\$411.96)	\$1,154,275.66	\$0.00	\$1,154,275.66	100.04%
	FUND: TITLE I - 100	\$1,153,863.70	(\$31.00)	(\$411.96)	\$1,154,275.66	\$0.00	\$1,154,275.66	100.04%
101.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$212,786.44)	\$212,786.44	\$0.00	\$212,786.44	0.00%
101.000.0000.6000.000.000.0000	EXPENDITURES	\$1,454,410.95	\$81,031.29	\$298,104.98	\$1,156,305.97	\$677,948.54	\$478,357.43	32.89%
	FUND: TITLE I - 101	\$1,454,410.95	\$81,031.29	\$85,318.54	\$1,369,092.41	\$677,948.54	\$691,143.87	47.52%
110.000.0000.6000.000.000.0000	EXPENDITURES	\$1,707.92	\$0.00	\$0.00	\$1,707.92	\$0.00	\$1,707.92	100.00%
	FUND: TITLE ID - NEGLECTED OR DELINQUENT - 110	\$1,707.92	\$0.00	\$0.00	\$1,707.92	\$0.00	\$1,707.92	100.00%
115.000.0000.6000.000.000.0000	EXPENDITURES	\$40,000.00	\$750.00	\$6,010.37	\$33,989.63	\$500.00	\$33,489.63	83.72%
	FUND: TITLE I TARGETED SUPPORT & IMPROVEMENT - 115	\$40,000.00	\$750.00	\$6,010.37	\$33,989.63	\$500.00	\$33,489.63	83.72%
116.000.0000.6000.000.000.0000	EXPENDITURES	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
	FUND: TITLE I TARGETED SUPPORT & IMPROVEMENT - 116	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
140.000.0000.6000.000.000.0000	EXPENDITURES	\$143,776.29	(\$427.04)	\$4,778.13	\$138,998.16	\$0.00	\$138,998.16	96.68%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 140	\$143,776.29	(\$427.04)	\$4,778.13	\$138,998.16	\$0.00	\$138,998.16	96.68%
141.000.0000.6000.000.000.0000	EXPENDITURES	\$64,829.41	\$2,876.84	\$25,770.25	\$39,059.16	\$22,853.37	\$16,205.79	25.00%
	FUND: TITLE IIA - IMPROVING TEACHER QUALITY - 141	\$64,829.41	\$2,876.84	\$25,770.25	\$39,059.16	\$22,853.37	\$16,205.79	25.00%
160.000.0000.6000.000.000.0000	EXPENDITURES	\$95,886.60	\$841.41	\$1,203.09	\$94,683.51	\$0.00	\$94,683.51	98.75%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 160	\$95,886.60	\$841.41	\$1,203.09	\$94,683.51	\$0.00	\$94,683.51	98.75%
161.000.0000.6000.000.000.0000	EXPENDITURES	\$71,977.88	\$1,261.02	\$14,325.67	\$57,652.21	\$15,817.00	\$41,835.21	58.12%
	FUND: TITLE IV - SAFE & DRUG FREE BASIC - 161	\$71,977.88	\$1,261.02	\$14,325.67	\$57,652.21	\$15,817.00	\$41,835.21	58.12%
162.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$115,835.02)	\$115,835.02	\$0.00	\$115,835.02	0.00%

# Osborn School District

## Board Exp & Revenue Report

From Date: 11/1/2024

To Date: 11/30/2024

Fiscal Year: 2024-2025

- Subtotal by Collapse Mask   
  Include pre encumbrance   
  Print accounts with zero balance   
  Filter Encumbrance Detail by Date Range  
 Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
162.000.0000.6000.000.000.0000	EXPENDITURES	\$240,000.00	\$9,399.07	\$24,918.00	\$215,082.00	\$58,248.48	\$156,833.52	65.35%
	FUND: 21ST CENTURY (ENC, SOL) - 162	\$240,000.00	\$9,399.07	(\$90,917.02)	\$330,917.02	\$58,248.48	\$272,668.54	113.61%
163.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$205,223.99)	\$205,223.99	\$0.00	\$205,223.99	0.00%
163.000.0000.6000.000.000.0000	EXPENDITURES	\$307,500.00	\$8,862.56	\$31,214.03	\$276,285.97	\$88,997.90	\$187,288.07	60.91%
	FUND: 21ST CENTURY (CL, LV, OMS) - 163	\$307,500.00	\$8,862.56	(\$174,009.96)	\$481,509.96	\$88,997.90	\$392,512.06	127.65%
190.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$53,863.75)	(\$53,863.75)	\$53,863.75	\$0.00	\$53,863.75	0.00%
190.000.0000.6000.000.000.0000	EXPENDITURES	\$70,747.77	\$0.00	\$0.00	\$70,747.77	\$0.00	\$70,747.77	100.00%
	FUND: TITLE III - 190	\$70,747.77	(\$53,863.75)	(\$53,863.75)	\$124,611.52	\$0.00	\$124,611.52	176.13%
191.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$12,336.82)	\$12,336.82	\$0.00	\$12,336.82	0.00%
191.000.0000.6000.000.000.0000	EXPENDITURES	\$63,067.27	\$857.20	\$4,306.65	\$58,760.62	\$8,232.91	\$50,527.71	80.12%
	FUND: TITLE III - 191	\$63,067.27	\$857.20	(\$8,030.17)	\$71,097.44	\$8,232.91	\$62,864.53	99.68%
200.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$8,485.57)	\$8,485.57	\$0.00	\$8,485.57	0.00%
200.000.0000.6000.000.000.0000	EXPENDITURES	\$35,595.00	\$3,738.06	\$14,108.91	\$21,486.09	\$32,703.18	(\$11,217.09)	-31.51%
	FUND: TITLE VII - INDIAN ED - 200	\$35,595.00	\$3,738.06	\$5,623.34	\$29,971.66	\$32,703.18	(\$2,731.52)	-7.67%
220.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$342,837.41)	(\$342,837.41)	\$342,837.41	\$0.00	\$342,837.41	0.00%
220.000.0000.6000.000.000.0000	EXPENDITURES	\$1,130,009.75	\$0.00	\$628.54	\$1,129,381.21	\$0.00	\$1,129,381.21	99.94%
	FUND: IDEA - BASIC - 220	\$1,130,009.75	(\$342,837.41)	(\$342,208.87)	\$1,472,218.62	\$0.00	\$1,472,218.62	130.28%
221.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$131,035.58)	\$131,035.58	\$0.00	\$131,035.58	0.00%
221.000.0000.6000.000.000.0000	EXPENDITURES	\$695,812.31	\$70,691.28	\$220,952.09	\$474,860.22	\$459,889.83	\$14,970.39	2.15%
	FUND: IDEA BASIC - 221	\$695,812.31	\$70,691.28	\$89,916.51	\$605,895.80	\$459,889.83	\$146,005.97	20.98%
222.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$9,729.70)	(\$9,729.70)	\$9,729.70	\$0.00	\$9,729.70	0.00%
222.000.0000.6000.000.000.0000	EXPENDITURES	\$29,517.50	\$0.00	\$0.00	\$29,517.50	\$0.00	\$29,517.50	100.00%
	FUND: IDEA - PRESCHOOL GRANT - 222	\$29,517.50	(\$9,729.70)	(\$9,729.70)	\$39,247.20	\$0.00	\$39,247.20	132.96%
223.000.0000.6000.000.000.0000	EXPENDITURES	\$22,198.95	\$2,988.28	\$9,463.58	\$12,735.37	\$18,122.79	(\$5,387.42)	-24.27%
	FUND: IDEA EDISA - 2 Training - 223	\$22,198.95	\$2,988.28	\$9,463.58	\$12,735.37	\$18,122.79	(\$5,387.42)	-24.27%
227.000.0000.6000.000.000.0000	EXPENDITURES	\$11,872.68	\$0.00	\$0.00	\$11,872.68	\$0.00	\$11,872.68	100.00%
	FUND: ARP- IDEA PRESCHOOL - 227	\$11,872.68	\$0.00	\$0.00	\$11,872.68	\$0.00	\$11,872.68	100.00%
228.000.0000.6000.000.000.0000	EXPENDITURES	\$110,067.72	\$0.00	\$0.00	\$110,067.72	\$0.00	\$110,067.72	100.00%
	FUND: ARP- IDEA BASIC - 228	\$110,067.72	\$0.00	\$0.00	\$110,067.72	\$0.00	\$110,067.72	100.00%
230.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$10,245.67)	(\$10,245.67)	\$10,245.67	\$0.00	\$10,245.67	0.00%
230.000.0000.6000.000.000.0000	EXPENDITURES	\$37,173.47	\$0.00	(\$653.00)	\$37,826.47	\$0.00	\$37,826.47	101.76%
	FUND: JOHNSON-O'MALLEY - 230	\$37,173.47	(\$10,245.67)	(\$10,898.67)	\$48,072.14	\$0.00	\$48,072.14	129.32%
231.000.0000.6000.000.000.0000	EXPENDITURES	\$28,238.78	\$3,738.10	\$14,109.07	\$14,129.71	\$32,703.45	(\$18,573.74)	-65.77%
	FUND: JOHNSON-O'MALLEY - 231	\$28,238.78	\$3,738.10	\$14,109.07	\$14,129.71	\$32,703.45	(\$18,573.74)	-65.77%
280.000.0000.6000.000.000.0000	EXPENDITURES	\$29,828.93	\$0.00	\$0.00	\$29,828.93	\$0.00	\$29,828.93	100.00%
	FUND: EDUCATION FOR HOMELESS CHILDREN - 280	\$29,828.93	\$0.00	\$0.00	\$29,828.93	\$0.00	\$29,828.93	100.00%
281.000.0000.6000.000.000.0000	EXPENDITURES	\$31,676.78	\$0.00	\$0.00	\$31,676.78	\$0.00	\$31,676.78	100.00%
	FUND: EDUCATION FOR HOMELESS CHILDREN - 281	\$31,676.78	\$0.00	\$0.00	\$31,676.78	\$0.00	\$31,676.78	100.00%

# Osborn School District

## Board Exp & Revenue Report

From Date: 11/1/2024

To Date: 11/30/2024

Fiscal Year: 2024-2025

- Subtotal by Collapse Mask   
  Include pre encumbrance   
  Print accounts with zero balance   
  Filter Encumbrance Detail by Date Range  
 Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
283.000.0000.6000.000.000.0000	EXPENDITURES	\$60,261.77	\$0.00	\$0.00	\$60,261.77	\$0.00	\$60,261.77	100.00%
	FUND: ARRA - EDUCATION FOR HOMELESS CHILDREN - 283	\$60,261.77	\$0.00	\$0.00	\$60,261.77	\$0.00	\$60,261.77	100.00%
284.000.0000.6000.000.000.0000	EXPENDITURES	\$41,072.80	\$0.00	\$0.00	\$41,072.80	\$0.00	\$41,072.80	100.00%
	FUND: ARP - HOMELESS I - 284	\$41,072.80	\$0.00	\$0.00	\$41,072.80	\$0.00	\$41,072.80	100.00%
290.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	\$5,242.08	\$26,630.46	(\$26,630.46)	\$0.00	(\$26,630.46)	0.00%
290.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$3,899.83)	(\$67,100.57)	\$67,100.57	\$0.00	\$67,100.57	0.00%
290.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$20,171.19	\$85,130.30	(\$85,130.30)	\$156,785.38	(\$241,915.68)	0.00%
	FUND: MEDICAID REIMB - 290	\$0.00	\$21,513.44	\$44,660.19	(\$44,660.19)	\$156,785.38	(\$201,445.57)	0.00%
308.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00	\$2,984,233.56	(\$2,984,233.56)	0.00%
	FUND: EPA CLEAN BUSES GRANT - 308	\$0.00	\$0.00	\$0.00	\$0.00	\$2,984,233.56	(\$2,984,233.56)	0.00%
320.000.0000.6000.000.000.0000	EXPENDITURES	\$276,000.00	\$0.00	\$0.00	\$276,000.00	\$0.00	\$276,000.00	100.00%
	FUND: PRESCHOOL DEVELOPMENT GRANT - 320	\$276,000.00	\$0.00	\$0.00	\$276,000.00	\$0.00	\$276,000.00	100.00%
321.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$465,907.48)	(\$521,412.85)	\$521,412.85	\$0.00	\$521,412.85	0.00%
321.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$40,052.86	\$554,406.00	(\$554,406.00)	\$249,607.59	(\$804,013.59)	0.00%
	FUND: AZ PRIME grant - 321	\$0.00	(\$425,854.62)	\$32,993.15	(\$32,993.15)	\$249,607.59	(\$282,600.74)	0.00%
322.000.0000.6000.000.000.0000	EXPENDITURES	\$276,000.00	\$0.00	\$0.00	\$276,000.00	\$0.00	\$276,000.00	100.00%
	FUND: PRESCHOOL DEV - START-UP - 322	\$276,000.00	\$0.00	\$0.00	\$276,000.00	\$0.00	\$276,000.00	100.00%
326.000.0000.6000.000.000.0000	EXPENDITURES	\$102,163.82	\$0.00	\$0.00	\$102,163.82	\$0.00	\$102,163.82	100.00%
	FUND: ESSER CARES - 326	\$102,163.82	\$0.00	\$0.00	\$102,163.82	\$0.00	\$102,163.82	100.00%
333.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$0.00	\$145,450.43	(\$145,450.43)	\$0.00	(\$145,450.43)	0.00%
	FUND: HQEL - 333	\$0.00	\$0.00	\$145,450.43	(\$145,450.43)	\$0.00	(\$145,450.43)	0.00%
336.000.0000.6000.000.000.0000	EXPENDITURES	\$4,751,065.08	\$0.00	\$0.00	\$4,751,065.08	\$0.00	\$4,751,065.08	100.00%
	FUND: ESSER / CARES ROUND II - 336	\$4,751,065.08	\$0.00	\$0.00	\$4,751,065.08	\$0.00	\$4,751,065.08	100.00%
337.000.0000.6000.000.000.0000	EXPENDITURES	\$54,291.14	\$0.00	\$0.00	\$54,291.14	\$0.00	\$54,291.14	100.00%
	FUND: ACCELERATION ACADEMIES GRANT - 337	\$54,291.14	\$0.00	\$0.00	\$54,291.14	\$0.00	\$54,291.14	100.00%
346.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$0.00	\$362,472.49	(\$362,472.49)	\$166,475.00	(\$528,947.49)	0.00%
	FUND: ESSER ROUND III - 346	\$0.00	\$0.00	\$362,472.49	(\$362,472.49)	\$166,475.00	(\$528,947.49)	0.00%
364.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	\$0.00	(\$50,309.32)	\$50,309.32	\$0.00	\$50,309.32	0.00%
364.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$3,273.60	\$107,892.40	(\$107,892.40)	\$124,592.82	(\$232,485.22)	0.00%
	FUND: FED ED INNOVATION RESEARCH GRANT - 364	\$0.00	\$3,273.60	\$57,583.08	(\$57,583.08)	\$124,592.82	(\$182,175.90)	0.00%
383.000.0000.6000.000.000.0000	EXPENDITURES	\$74,142.66	\$0.00	\$4,130.69	\$70,011.97	\$0.00	\$70,011.97	94.43%
	FUND: ARP - HOMELESS II ENTITLEMENT GRANT (FOR FUND 283) - 383	\$74,142.66	\$0.00	\$4,130.69	\$70,011.97	\$0.00	\$70,011.97	94.43%
384.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$299.88)	(\$299.88)	\$299.88	\$0.00	\$299.88	0.00%
384.000.0000.6000.000.000.0000	EXPENDITURES	\$41,072.80	\$0.00	\$0.00	\$41,072.80	\$0.00	\$41,072.80	100.00%
	FUND: ARP - HOMELESS I GRANT (FORMELY FUND 284) - 384	\$41,072.80	(\$299.88)	(\$299.88)	\$41,372.68	\$0.00	\$41,372.68	100.73%
387.000.0000.6000.000.000.0000	EXPENDITURES	\$17,244.00	\$0.00	\$0.00	\$17,244.00	\$0.00	\$17,244.00	100.00%



# Osborn School District

## Board Exp & Revenue Report

From Date: 11/1/2024

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Fiscal Year: 2024-2025

- Subtotal by Collapse Mask   
  Include pre encumbrance   
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Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
	FUND: Dyslexia Grant - 387	\$17,244.00	\$0.00	\$0.00	\$17,244.00	\$0.00	\$17,244.00	100.00%
450.000.0000.6000.000.0000.0000	EXPENDITURES	\$2,064.28	\$0.00	\$0.00	\$2,064.28	\$0.00	\$2,064.28	100.00%
	FUND: GIFTED - 450	\$2,064.28	\$0.00	\$0.00	\$2,064.28	\$0.00	\$2,064.28	100.00%
457.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$434.56)	(\$3,700.73)	\$3,700.73	\$0.00	\$3,700.73	0.00%
457.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$19,631.69	\$75,483.96	(\$75,483.96)	\$169,384.48	(\$244,868.44)	0.00%
	FUND: RESULTS BASED FUNDING - 457	\$0.00	\$19,197.13	\$71,783.23	(\$71,783.23)	\$169,384.48	(\$241,167.71)	0.00%
465.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$711.42)	(\$6,058.55)	\$6,058.55	\$0.00	\$6,058.55	0.00%
465.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00	\$1,870.65	(\$1,870.65)	0.00%
	FUND: AZ TRANSPORTATION MODERNIZATION GRANT - 465	\$0.00	(\$711.42)	(\$6,058.55)	\$6,058.55	\$1,870.65	\$4,187.90	0.00%
472.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$698.96)	(\$5,952.38)	\$5,952.38	\$0.00	\$5,952.38	0.00%
472.000.0000.6000.000.000.0000	EXPENDITURES	\$0.00	\$17,755.44	\$58,585.07	(\$58,585.07)	\$138,032.40	(\$196,617.47)	0.00%
	FUND: EARLY LITERACY GRANT - 472	\$0.00	\$17,056.48	\$52,632.69	(\$52,632.69)	\$138,032.40	(\$190,665.09)	0.00%
473.000.0000.6000.000.000.0000	EXPENDITURES	\$185,820.00	\$14,429.38	\$54,522.14	\$131,297.86	\$125,655.15	\$5,642.71	3.04%
	FUND: FOUNDATIONAL LITERACY GRANT - 473	\$185,820.00	\$14,429.38	\$54,522.14	\$131,297.86	\$125,655.15	\$5,642.71	3.04%
475.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$19,282.64)	\$19,282.64	\$0.00	\$19,282.64	0.00%
475.000.0000.6000.000.000.0000	EXPENDITURES	\$45,000.00	\$4,796.22	\$15,458.60	\$29,541.40	\$29,281.85	\$259.55	0.58%
	FUND: OIE RISE GRANT - 475	\$45,000.00	\$4,796.22	(\$3,824.04)	\$48,824.04	\$29,281.85	\$19,542.19	43.43%
478.000.0000.6000.000.000.0000	EXPENDITURES	\$7,180.00	\$0.00	\$0.00	\$7,180.00	\$0.00	\$7,180.00	100.00%
	FUND: FEMININE HYGIENE GRANT - 478	\$7,180.00	\$0.00	\$0.00	\$7,180.00	\$0.00	\$7,180.00	100.00%
480.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$325,960.22)	\$325,960.22	\$0.00	\$325,960.22	0.00%
480.000.0000.6000.000.000.0000	EXPENDITURES	\$407,053.00	\$34,532.42	\$129,185.94	\$277,867.06	\$272,545.96	\$5,321.10	1.31%
	FUND: SAFE SCHOOLS - 480	\$407,053.00	\$34,532.42	(\$196,774.28)	\$603,827.28	\$272,545.96	\$331,281.32	81.39%
483.000.0000.3000.000.000.0000	REVENUE FROM STATE SOURCES	\$0.00	\$0.00	(\$15,317.30)	\$15,317.30	\$0.00	\$15,317.30	0.00%
	FUND: STATE TUTORING - 483	\$0.00	\$0.00	(\$15,317.30)	\$15,317.30	\$0.00	\$15,317.30	0.00%
500.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$14,526.26)	(\$27,308.54)	\$27,308.54	\$0.00	\$27,308.54	0.00%
500.000.0000.6000.000.000.0000	EXPENDITURES	\$495,000.00	\$0.00	\$0.00	\$495,000.00	\$0.00	\$495,000.00	100.00%
	FUND: SCH PL-SALE/LEAS OVR 1 YR - 500	\$495,000.00	(\$14,526.26)	(\$27,308.54)	\$522,308.54	\$0.00	\$522,308.54	105.52%
502.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$188.21)	(\$985.72)	\$985.72	\$0.00	\$985.72	0.00%
502.000.0000.6000.000.000.0000	EXPENDITURES	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00	100.00%
	FUND: SCHOOL PLANT SALES - 502	\$80,000.00	(\$188.21)	(\$985.72)	\$80,985.72	\$0.00	\$80,985.72	101.23%
510.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$6,529.39)	(\$29,066.98)	\$29,066.98	\$0.00	\$29,066.98	0.00%
510.000.0000.4000.000.000.0000	REVENUE FROM FEDERAL SOURCES	\$0.00	(\$224,720.89)	(\$762,851.05)	\$762,851.05	\$0.00	\$762,851.05	0.00%
510.000.0000.6000.000.000.0000	EXPENDITURES	\$2,750,000.00	\$177,077.30	\$790,214.55	\$1,959,785.45	\$1,193,838.17	\$765,947.28	27.85%
	FUND: FOOD SERVICE - 510	\$2,750,000.00	(\$54,172.98)	(\$1,703.48)	\$2,751,703.48	\$1,193,838.17	\$1,557,865.31	56.65%
515.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$3,837.95)	(\$32,872.66)	\$32,872.66	\$0.00	\$32,872.66	0.00%
515.000.0000.6000.000.000.0000	EXPENDITURES	\$120,000.00	\$9,815.69	\$29,606.56	\$90,393.44	\$53,455.56	\$36,937.88	30.78%
	FUND: CIVIC CENTER - 515	\$120,000.00	\$5,977.74	(\$3,266.10)	\$123,266.10	\$53,455.56	\$69,810.54	58.18%
520.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$33,436.00)	(\$81,555.59)	\$81,555.59	\$0.00	\$81,555.59	0.00%

# Osborn School District

## Board Exp & Revenue Report

From Date: 11/1/2024

To Date: 11/30/2024

Fiscal Year: 2024-2025

- Subtotal by Collapse Mask   
  Include pre encumbrance   
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Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
520.000.0000.6000.000.000.0000	EXPENDITURES	\$206,393.60	\$47,385.51	\$184,196.72	\$22,196.88	\$332,616.53	(\$310,419.65)	-150.40%
	FUND: COMMUNITY SCHOOL - 520	\$206,393.60	\$13,949.51	\$102,641.13	\$103,752.47	\$332,616.53	(\$228,864.06)	-110.89%
521.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$39,581.35)	(\$116,928.44)	\$116,928.44	\$0.00	\$116,928.44	0.00%
521.000.0000.6000.000.000.0000	EXPENDITURES	\$235,899.64	\$35,373.90	\$129,181.73	\$106,717.91	\$250,396.61	(\$143,678.70)	-60.91%
	FUND: COMMUNITY SCHOOL - MONTESSORI - 521	\$235,899.64	(\$4,207.45)	\$12,253.29	\$223,646.35	\$250,396.61	(\$26,750.26)	-11.34%
525.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$765.12)	(\$2,108.09)	\$2,108.09	\$0.00	\$2,108.09	0.00%
525.000.0000.6000.000.000.0000	EXPENDITURES	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$783.16	\$29,216.84	97.39%
	FUND: AUXILIARY OPERATIONS - 525	\$30,000.00	(\$765.12)	(\$2,108.09)	\$32,108.09	\$783.16	\$31,324.93	104.42%
526.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$2,597.95)	(\$6,779.21)	\$6,779.21	\$0.00	\$6,779.21	0.00%
526.000.0000.6000.000.000.0000	EXPENDITURES	\$300,000.00	\$554.00	\$1,662.29	\$298,337.71	\$0.00	\$298,337.71	99.45%
	FUND: EXTRA CURR TAX FEES CR - 526	\$300,000.00	(\$2,043.95)	(\$5,116.92)	\$305,116.92	\$0.00	\$305,116.92	101.71%
530.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$5,163.20)	(\$19,230.86)	\$19,230.86	\$0.00	\$19,230.86	0.00%
530.000.0000.6000.000.000.0000	EXPENDITURES	\$250,000.00	(\$3,662.58)	\$34,498.34	\$215,501.66	\$104,267.88	\$111,233.78	44.49%
	FUND: GIFTS AND DONATIONS - 530	\$250,000.00	(\$8,825.78)	\$15,267.48	\$234,732.52	\$104,267.88	\$130,464.64	52.19%
540.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$47.42)	(\$350.68)	\$350.68	\$0.00	\$350.68	0.00%
540.000.0000.6000.000.000.0000	EXPENDITURES	\$10,500.00	\$40.00	\$436.00	\$10,064.00	\$2,014.00	\$8,050.00	76.67%
	FUND: FINGERPRINT - 540	\$10,500.00	(\$7.42)	\$85.32	\$10,414.68	\$2,014.00	\$8,400.68	80.01%
550.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$75.07)	(\$393.19)	\$393.19	\$0.00	\$393.19	0.00%
550.000.0000.6000.000.000.0000	EXPENDITURES	\$30,500.00	\$0.00	\$0.00	\$30,500.00	\$0.00	\$30,500.00	100.00%
	FUND: INSURANCE PROCEEDS - 550	\$30,500.00	(\$75.07)	(\$393.19)	\$30,893.19	\$0.00	\$30,893.19	101.29%
555.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$42.05)	(\$220.24)	\$220.24	\$0.00	\$220.24	0.00%
555.000.0000.6000.000.000.0000	EXPENDITURES	\$16,500.00	\$0.00	\$0.00	\$16,500.00	\$0.00	\$16,500.00	100.00%
	FUND: TEXTBOOKS - 555	\$16,500.00	(\$42.05)	(\$220.24)	\$16,720.24	\$0.00	\$16,720.24	101.33%
565.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$0.06)	(\$0.33)	\$0.33	\$0.00	\$0.33	0.00%
	FUND: LITIGATION RECOVERY - 565	\$0.00	(\$0.06)	(\$0.33)	\$0.33	\$0.00	\$0.33	0.00%
570.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$2,129.28)	(\$11,152.01)	\$11,152.01	\$0.00	\$11,152.01	0.00%
570.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	(\$485.80)	(\$5,816.80)	\$5,816.80	\$0.00	\$5,816.80	0.00%
570.000.0000.6000.000.000.0000	EXPENDITURES	\$560,000.00	\$22,980.81	\$113,164.21	\$446,835.79	\$333,356.57	\$113,479.22	20.26%
	FUND: INDIRECT COSTS - 570	\$560,000.00	\$20,365.73	\$96,195.40	\$463,804.60	\$333,356.57	\$130,448.03	23.29%
575.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$59.62)	(\$312.26)	\$312.26	\$0.00	\$312.26	0.00%
575.000.0000.6000.000.000.0000	EXPENDITURES	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
	FUND: UNEMPLOYMENT INSURANCE - 575	\$30,000.00	(\$59.62)	(\$312.26)	\$30,312.26	\$0.00	\$30,312.26	101.04%
585.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$18.09)	(\$94.75)	\$94.75	\$0.00	\$94.75	0.00%
585.000.0000.6000.000.000.0000	EXPENDITURES	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%
	FUND: INSURANCE REFUND - 585	\$3,000.00	(\$18.09)	(\$94.75)	\$3,094.75	\$0.00	\$3,094.75	103.16%
610.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$214,111.69)	(\$824,218.75)	\$824,218.75	\$0.00	\$824,218.75	0.00%
610.000.0000.2000.000.000.0000	Undesignated	\$0.00	\$681.90	\$5,270.08	(\$5,270.08)	\$0.00	(\$5,270.08)	0.00%
610.000.0000.6000.000.000.0000	EXPENDITURES	\$5,629,709.00	\$13,861.13	\$471,567.18	\$5,158,141.82	\$313,341.71	\$4,844,800.11	86.06%
	FUND: UNRESTRICT CAPITAL OUTLAY - 610	\$5,629,709.00	(\$199,568.66)	(\$347,381.49)	\$5,977,090.49	\$313,341.71	\$5,663,748.78	100.60%

# Osborn School District

## Board Exp & Revenue Report

From Date: 11/1/2024

To Date: 11/30/2024

Fiscal Year: 2024-2025

- Subtotal by Collapse Mask   
  Include pre encumbrance   
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 Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
630.000.0000.6000.000.000.0000	EXPENDITURES	\$1,500,000.00	\$623,204.73	\$928,956.91	\$571,043.09	\$1,412,118.43	(\$841,075.34)	-56.07%
	FUND: BOND BUILDING - 630	\$1,500,000.00	\$623,204.73	\$928,956.91	\$571,043.09	\$1,412,118.43	(\$841,075.34)	-56.07%
665.000.0000.6000.000.000.0000	EXPENDITURES	\$70,000.00	\$0.00	\$0.00	\$70,000.00	\$0.00	\$70,000.00	100.00%
	FUND: ENERGY & WATER SAVINGS - 665	\$70,000.00	\$0.00	\$0.00	\$70,000.00	\$0.00	\$70,000.00	100.00%
700.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$1,163,328.49)	(\$4,378,714.80)	\$4,378,714.80	\$0.00	\$4,378,714.80	0.00%
700.000.0000.5000.000.000.0000	REVENUE FROM OTHER SOURCES	\$0.00	\$1,000.00	\$1,000.00	(\$1,000.00)	\$0.00	(\$1,000.00)	0.00%
700.000.0000.6000.000.000.0000	EXPENDITURES	\$6,952,950.00	\$0.00	\$0.00	\$6,952,950.00	\$0.00	\$6,952,950.00	100.00%
	FUND: DEBT SERVICE - 700	\$6,952,950.00	(\$1,162,328.49)	(\$4,377,714.80)	\$11,330,664.80	\$0.00	\$11,330,664.80	162.96%
850.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$135.28)	(\$889.00)	\$889.00	\$0.00	\$889.00	0.00%
850.000.0000.6000.000.000.0000	EXPENDITURES	\$30,500.00	\$0.00	\$0.00	\$30,500.00	\$708.26	\$29,791.74	97.68%
	FUND: STUDENT ACTIVITIES - 850	\$30,500.00	(\$135.28)	(\$889.00)	\$31,389.00	\$708.26	\$30,680.74	100.59%
855.000.0000.1000.000.000.0000	REVENUE FROM LOCAL SOURCES	\$0.00	(\$239,034.13)	(\$903,129.55)	\$903,129.55	\$1,820.00	\$901,309.55	0.00%
855.000.0000.6000.000.000.0000	EXPENDITURES	\$2,500,000.00	\$196,301.12	\$1,070,598.00	\$1,429,402.00	\$1,644,339.42	(\$214,937.42)	-8.60%
	FUND: EMPL INSUR PGM WITHHOLDNG - 855	\$2,500,000.00	(\$42,733.01)	\$167,468.45	\$2,332,531.55	\$1,646,159.42	\$686,372.13	27.45%
<b>Grand Total:</b>		\$61,565,989.04	(\$1,960,597.02)	(\$5,968,484.47)	\$67,534,473.51	\$25,258,386.81	\$42,276,086.70	68.67%

**End of Report**

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – IV-G**

**Agenda Item**

**Student Activities Statement of Revenue and Expenditures**

For Board:  Action       Discussion       Information

**Background –**

A.R.S. §15-1123.A requires that, “The student activities treasurer or assistant student activities treasurer shall maintain an accurate detailed record of all revenues and expenditures of the student activities fund. The record shall be made in such form as the governing board of the school district prescribes. Copies of the record shall be presented to the governing board of the school district not less than once during each calendar month.”

This agenda item and the attached Student Activities Statement of Revenues and Expenditures shall serve to bring the district up-to-date with the requirements of §15-1123.A. Each month this statement will be presented for the Governing Board’s ratification. This fund is used to account for the funds deposited and expended in connection with the activities of student organizations, clubs, and other similar functions. The school district serves only as a fiduciary custodian for these funds.

**Legal**

A.R.S. §15-1123.A

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

It is recommended that the Governing Board ratify the 2024/25 Statement of Revenues and Expenditures for the Student Activities Fund from November 1 through November 30, 2024.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT No. 8**  
**Statement of Revenues and Expenditures**  
**For Student Activities Fund**  
**Activity from November 1, 2024 to November 30, 2024**

<u>School</u>	<u>Beginning Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Balance</u>
Clarendon	4,134.16			4,134.16
OMS	12,201.70			12,201.70
Solano	10,784.15			10,784.15
Longview	13,339.67			13,339.67
	<u>\$ 40,459.68</u>	<u>\$ -</u>	<u>\$ -</u>	<u>40,459.68</u>

**OSBORN SCHOOL DISTRICT NO. 8**  
**December 17, 2024**  
**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – IV-H**

**Agenda Item**  
**Disposal of Equipment**

For Board:     Action                       Discussion                       Information

**Background –**  
See attached

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

Recommend approval of disposal of equipment as listed.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

# Request For Disposal Form

**School:** Encanto

**Date:** 12/5/24

**Department:** Teaching & Learning

**Reason For Disposal:** Outdated

**Disposal Description:** \_\_\_\_\_

**Signature:** *Abby Potter-Davis*

**Fixed Asset Items (Over \$1000)**

**Asset #:** \_\_\_\_\_

**Description:** \_\_\_\_\_

**Serial #:** \_\_\_\_\_

**Recorded Value:** \_\_\_\_\_

**Present Value:** \_\_\_\_\_

**Board Approval:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Asset #:**

---

**Description:**

---

**Serial #:**

---

**Recorded  
Value:**

---

**Present Value:**

---

**Board  
Approval:**

---

**Signature:**

---

Share this form with:

Lisa Nye [lnye@osbornsd.org](mailto:lnye@osbornsd.org), Sam Garcia [ssgarcia@osbornsd.org](mailto:ssgarcia@osbornsd.org),

### List of Items to Dispose:

Title	Author	Quantity	Price
The Importance of Plants		14	\$4.00
I See Myself	Vicki Cobb	11	\$1.00
What Is Soil	Fred Biddulph	14	\$4.00
Seeds Grow Into Plants	Mario Lucca	15	\$5.00
From Seed to Plant	Allan Fowler	15	\$5.00
Pompeii Buried Alive	Edith Kunhardt	19	\$9.00
Discovering Earthquakes and Volcanoes	Laura Damon	15	\$5.00
Hill on Fire	Thomas Lewis	16	\$6.00
Rocks	Brenda Parkes	16	\$6.00
Fossil Tales	Meish Goldish	16	\$6.00
Rocks in His Head	James Stevenson	13	\$3.00
Volcanoes	Nicholas Nlrgiotis	11	\$1.00
Magic School Bus	Joanna Cole	17	\$7.00
Snakes Biggest Littlest!	Sandra Markle	13	\$3.00
Thomas Jefferson	Bridgestone Books	16	\$6.00
Flightless Birds	Picture Library	16	\$6.00
Birds of Prey	Marilyn Woolley	11	\$1.00



One World	Michael Foreman	11	\$1.00
Whales	Joan Short	11	\$1.00
Finding the Titanic	Robert Ballard	14	\$4.00
Tut's Mummy	Judy Donnelly	16	\$6.00
The Giraffe and the Pelly and me	Ronald Dahl	14	\$4.00
Catwings Return	Ursula Le Guin	12	\$2.00
The Worst Witch	Jill Murphy	14	\$4.00
Mirette on the High Wire	Emily Arnold McCully	15	\$5.00
Riding Freedom	Brian Selznick	15	\$5.00
What Does It Do	Ready Set Read	15	\$15.00
Cactus Hotel	Brenda guiberson	10	\$10.00
Desert	Neil Morris	17	\$7.00
Deserts	Richard Stephen	16	\$6.00
Deserts	Alison Ballance	15	\$15.00
The Desert	Boston Museum	15	\$5.00
Kangaroos and other Marsupials	Picture Library	17	\$7.00
And Then There Was One	Margery Facklam	16	\$6.00
Around One Cactus	Anthony Fredericks	12	\$2.00
From Seed to Plant	Gail Gibbons	15	\$15.00
From Seed to Plant	Allan Fowler	15	\$15.00
Penguins Way	Johanna John	15	\$5.00
Turtle Watch	George Ancona	20	\$20.00
Why Eat What	Patricia Lauber	18	\$18.00
A Symphony of Whales	Steve SCHUCH	19	\$9.00
			\$265.00

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – IV-I-1**

**Agenda Item**

**Approval of Renewal of Student Placement Agreement between NAU and Osborn School District.**

For Board:  Action       Discussion       Information

**Background –**

The 5 year partnership from 12/15/2023 to 12/14/28 between NAU and Osborn School District allows for students in the NAU education program to gain teaching experience in Osborn’s classrooms that may qualify them for academic credit. NAU students will be placed with Osborn teachers who have volunteered to mentor students. Students will be partnered with teachers in grade levels that match the students’ selected college studies. The length of mentorship, schedule and number of hours will be agreed upon between student and teacher.

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

Approval of Student Placement Agreement between Northern Arizona University and Osborn School District.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F



**STUDENT PLACEMENT AGREEMENT (“Agreement”)**  
(Professional Education Programs)

This Agreement is entered into by and between the Arizona Board of Regents for and on behalf of Northern Arizona University principally located in Flagstaff, AZ (“University”) and Osborn Elementary School District (“Facility”) principally located in Phoenix, AZ.

**I. DURATION**

This Agreement will be in effect for five (5) years unless a lesser time-period is stated herein. The effective date of this Agreement will be 12/15/2023 and will end on 12/14/2028, and may be renewed, revised, or modified by a written addendum signed by both parties. The parties agree that either party may terminate this Agreement at any time upon thirty (30) days written notice, which may include electronic mail with delivery receipt, to the other party, except that any Student, as defined below, already assigned to and accepted by the Facility shall be allowed to complete any in-progress educational experience at the Facility (if feasible), provided, however, the parties retain the right to dismiss or withdraw any Student pursuant to Section III. 5.

**II. PURPOSE**

This Agreement establishes a relationship between the University and the Facility, to allow students from the University (“Students”) to participate in an unpaid or paid educational experience at the Facility’s site(s) that may qualify for University academic credit, as determined by the University.

**III. GENERAL TERMS**

1. A schedule of Student participation will be agreed upon by the University, the Student, and the Facility.
2. The Student’s participation should complement the service and educational activities of the Facility. The Student will be under the supervision of a Facility employee.
3. Each Student is expected to perform with high standards at all times and comply with the written policies and regulations of the Facility.
4. Each Student will obtain prior written approval from the University and the Facility before publishing or presenting any materials relating to the educational experience outside the normal educational setting of the University.
5. The University and the Facility reserve the right to dismiss or withdraw Student participation if Student conduct or performance is unsatisfactory.
6. Neither the University nor the Facility is obligated to provide for the Student’s transportation to and from the Facility or for health insurance for the Student.
7. A meeting or telephone conference between representatives of the University and the Facility will occur at least once each semester to evaluate the educational program.

8. Statements of performance objectives for this educational experience will be the joint responsibility of the University and the Facility personnel.
9. Each Student must adhere to the Facility's established dress and performance standards.
10. Each Student is expected to complete Facility required training related to privacy of Facility student information or data prior to starting any educational experience at the Facility.

#### **IV. FACILITY'S OBLIGATIONS**

1. The Facility agrees to appoint a qualified mentor who is responsible for the educational activities and supervision of the University Students participating under this Agreement.
2. The Facility agrees to submit to the University an evaluation of each Student's progress. The format for the evaluation is established by the University.
3. If the Student is not paid for the educational experience, Students are not deemed to be employees of the Facility during the duration of the experience by virtue of this Agreement.

If the Student is paid by the Facility for the educational experience, the Facility will provide compensation to the Student as agreed upon between the Facility and the Student. The Facility also agrees that the Student is considered an employee for the duration of the experience and is covered by the Facility's liability insurance and other employee related benefits.

If the Student is paid by the Facility for the educational experience, the Facility shall engage the Student as a "temporary employee" subject to the provisions of the Fair Labor Standards Act (FLSA) as a non-exempt employee in compliance with the minimum wage laws and applicable overtime.

Any such employment arrangement or employment contract between the Student and the Facility:

- a. shall be "at-will" which means that the Student or the Facility may terminate the employment at any time, with or without cause and with or without notice;
  - b. shall not restrict or limit the Student's ability to seek employment or educational experiences in any capacity at any other organization;
  - c. shall not incorporate any "non-compete" or "restraint of trade" undertakings by the Student;
  - d. shall not restrict, limit, or prejudice the Student in the case of early termination, resignation, or withdrawal from the educational experience/employment;
  - e. shall not incorporate any "liquidated damages", deduction of salary or liability undertakings by the Student for termination prior to the end of the contract term.
4. The Facility is responsible for the acts and omissions of Facility employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University.
  5. Nothing in this Agreement is intended to modify, impair, destroy, or otherwise affect any common law, or statutory right to indemnity, or contribution that the University may have against the Facility by reason of any act or omission of the Facility's employees or agents.

6. The Facility shall retain primary responsibility for its students and faculty.
7. The Facility acknowledges the risk of the spread of COVID-19 in the workplace and has implemented enhanced health and safety measures, in accordance with guidelines from the U.S. Centers for Disease Control and Prevention, and of other regulatory institutions, in response to the COVID-19 pandemic. The Facility shall ensure that such health and safety measures are afforded to, and provided for, all Students assigned to the Facility.

## **V. UNIVERSITY'S OBLIGATIONS**

1. The University will designate faculty or other representatives to coordinate scheduling, provide course information and objectives, assist in advising, and supervising Students.
2. The University will be responsible for developing and carrying out procedures for Student selection and admission.
3. The University is an Arizona public institution of higher education and is self-insured through the Arizona Department of Administration Risk Management Division pursuant to Arizona Revised Statutes ("A.R.S.") §41-621, *et seq.* to cover liabilities arising from the acts and omissions of the University's employees, Students, and agents participating under this Agreement. The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents.
4. The University reserves the right to withdraw any Student from the assigned educational experience at the Facility when, in the University's judgment, the educational experience no longer meets the needs of the Student or the Facility is not meeting its obligations as set forth in this Agreement.
5. The University assures the Facility that all Students placed will have a valid fingerprint clearance card. The University will provide a copy of the card or the Identified Verified Prints ("IVP") number at the time of the request for placement. The University will conduct periodic checks on the fingerprint clearance card throughout the Student's placement to ensure the continued validation of the fingerprint clearance card. The University will immediately remove a Student whose card becomes invalid.
6. The University shall ensure that Students review and understand their responsibilities under this Agreement as outlined in Appendix A.

## **VI. STATE OF ARIZONA PROVISIONS**

1. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
2. **Notice of Arbitration Statutes.** Pursuant to A.R.S. §12-1518, the parties acknowledge and agree, subject to the Arizona Board of Regents Policy 3-809, that both parties may be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by A.R.S. §12-133.
3. **Conflict of Interest.** The parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. §38-511. The Facility certifies that no such conflict of interest currently

exists and that there are no relevant facts or circumstances which could give rise to any actual or potential organizational or personal conflict of interest.

4. **Cancellation for Lack of Funding.** If either party's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature or governing board, and if the Arizona Legislature or governing board fails to appropriate the funds necessary for performance, then either party may provide written notice of this to the other party and cancel this Agreement without further obligation of either party. Appropriation is a legislative act and is beyond the control of either party.
5. **Student Educational Records.** Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations ("FERPA"). Facility will not require any University Students or employees to waive any privacy rights (including FERPA or the European Union's General Data Protection Regulation ("GDPR")) as a condition for receipt of any educational services, and any attempt to do so will be void. The Facility will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from the Student or as otherwise provided by law. If this Agreement requires or permits Facility to access or release any student records, then, for the purposes of this Agreement only, the University designates Facility as a "school official" for the University under FERPA, as that term is used in FERPA.
6. **Representations Regarding Relationship and Use of University Marks.** Except as otherwise agreed in writing, the parties acknowledge that the relationship created by this Agreement is limited to the Student educational experience or placement program contemplated herein. Neither party shall make any representations stating or implying that the parties engage in broader transactions or that a party is otherwise associated with the other party without first obtaining express written permission from the other party. In addition, neither party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other party without prior written authorization from the other party.
7. **Inspection and Audit.** All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the University, or the Auditor General of the State of Arizona, or their agents for five (5) years after the completion of this Agreement. Such records shall be provided at Northern Arizona University, Flagstaff, Arizona, or such other location as designated by the University, upon reasonable notice to the Facility.
8. **Arizona Public Records Laws.** The Facility acknowledges that the University is a public entity subject to the provisions of the Arizona Public Record Laws, A.R.S. §§ 39-121, *et seq.*

## VII. MISCELLANEOUS

1. Neither party shall assign this Agreement without the prior written consent of the other party.
2. Each party to this Agreement shall be responsible for each party's own costs for performance of its respective obligations. The parties do not currently anticipate the need for a budget but will create one should the need arise.
3. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.

This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement and all claims arising out of or relating to this Agreement shall be governed exclusively by the laws of the State of Arizona, the courts of which shall have jurisdiction over its subject matter.

4. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent (“force majeure event”), including but not limited to acts of God, war, civil disturbance, terrorism, disaster, fire, earthquakes, hurricanes, known or suspected threats of illness, epidemics, pandemics, or government regulation. This Agreement may be terminated without further obligation or penalty, including cancellation fees or liquidated damages, of either party upon written notice from the affected party to the other party of such force majeure event.
5. This Agreement may be executed in counterparts, each of which will be deemed to be an original but all of which, taken together, shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by electronic means shall be deemed to be their original signatures for all purposes.
6. Any notice to the parties shall be in writing and shall be deemed given if delivered in person, electronic mail with delivery receipt, or three (3) days after mailing by United States registered or certified mail, postage prepaid, and addressed as follows:

To Facility:

Osborn Elementary School District  
Jennifer Page  
1226 W. Osborn Rd.  
Phoenix, AZ 85013  
Phone: 602-707-2000  
Email: [jpage@osbornsd.org](mailto:jpage@osbornsd.org)

To University:

Northern Arizona University  
Associate Dean, College of Education and Professional Education Programs  
PO Box 5774  
Flagstaff, AZ 86011  
Email: [NAUStudentTeaching@nau.edu](mailto:NAUStudentTeaching@nau.edu)

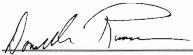
with a copy to:

Northern Arizona University  
Contracts, Purchasing and Risk Management  
PO Box 4124  
Flagstaff, AZ 86011  
Email: [NAU-Contracts@nau.edu](mailto:NAU-Contracts@nau.edu)

The undersigned have read the foregoing Agreement and, as authorized signatories of the undersigned respective entities, hereby agree to be bound by it.

University: Arizona Board of Regents for  
and on behalf of Northern  
Arizona University

Facility: Osborn Elementary School  
District

Signature: 

Signature: 

Print Name: Donelle Ruwe

Print Name: Michael Robert

Title: Associate Dean

Title: Superintendent

Date: 12/22/2023

Date: 12-20-23



**APPENDIX A**

**STUDENT RESPONSIBILITY STATEMENT**

This acknowledgment is made by the Student identified below to acknowledge certain duties and responsibilities with regard to participation in an educational experience in the Arizona Board of Regents for and on behalf of Northern Arizona University ("University") program at the location where the educational experience takes place ("Facility").

**DUTIES AND RESPONSIBILITIES OF STUDENT**

1. The Student will complete and be responsible for the cost of providing all health forms, health insurance, testing, and certificates requested by the Facility.
2. The Student will comply with all applicable policies, procedures, and rules of the Facility.
3. The Student will participate in orientation, required mandatory education, and skill training as required by the Facility.
4. The Student will demonstrate professional behavior appropriate to the environment, including adhering to the Facility's established dress code and maintaining high standards at all times.
5. The Student will follow the policies, rules, and regulations of the Facility, including those regarding confidentiality of information.
6. The Student's conduct at all times, both at the Facility and outside normal business hours, will be in a personally and professionally ethical manner.
7. The Student will make appropriate arrangements for transportation and housing, if necessary, and be responsible for all travel and living expenses incurred in relation to the educational experience.
8. The Student agrees that the University may share information received from a Student's Criminal Background Check and Drug Testing with the Facility, if applicable.
9. The Student will conform to the work schedule of the Facility and make up time and work missed during unavoidable illnesses, in consultation with Facility supervisor, the Student's University placement coordinator and/or instructor.
10. The Student will obtain prior written approval from University and the Facility before publishing or presenting any material relating to the educational experience outside the normal educational settings of the University.
11. The Student acknowledges the inherent risk of exposure to COVID-19 which exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By participating in the program, the Student assumes all risks related to exposure to COVID-19.

**I HAVE READ AND UNDERSTAND THIS ACKNOWLEDGMENT AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS:**

Student Name: \_\_\_\_\_  
(Please type or print)

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date



**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – IV-I-2**

**Agenda Item**

**Agreement with Mesa Community College for Classroom Placement Opportunities for  
Early Childhood Education Students**

For Board:  Action       Discussion       Information

**Background –**

Mesa Community College’s Early Childhood Education-Dual Language Bachelor’s degree program is an approved Educator Preparation Program by the Arizona Department of Education. Their Mission is *To prepare individuals for employment in early childhood professions in dual language educational settings.* Their program includes advanced instruction in child development, curriculum design and development, theory and practice in the education of young children, and the intersections of family, community, and learning and development for dual language learners. We are excited to potentially partner with Mesa Community College (MCC) to provide classroom placement opportunities for MCC education students to fulfill their student teaching requirements.

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

It is recommended that the Governing Board approve the Agreement with the Maricopa County Community College District.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F



**AFFILIATION AGREEMENT**  
**Between**  
**MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**  
**For**  
**MESA COMMUNITY COLLEGE**  
**And**  
**DISTRICT**

THIS AGREEMENT is made this 30th day of August 2024 between MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOR MESA COMMUNITY COLLEGE (referred to as “COLLEGE” herein) and Osborne School District (referred to as “DISTRICT” herein).

The COLLEGE desires to secure fieldwork experience for its teacher education students, and the DISTRICT is capable of providing support for field experience and student teaching experiences and maintains facilities suitable to provide desired experience for students of the COLLEGE.

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

**A. RESPONSIBILITIES OF MESA COMMUNITY COLLEGE:**

1. The COLLEGE will instruct its students to abide by all policies, procedures and rules of the DISTRICT. In matters relating to pupil activities, the COLLEGE students will take direction from authorized DISTRICT personnel.
2. The COLLEGE will maintain adequate insurance to provide coverage for liabilities arising from the acts and/or omissions of students and employees participating in the intercept experience with the DISTRICT. The COLLEGE will not be responsible for maintaining insurance coverage for any liability arising from the acts and/or omissions of the employees, representatives or agents of the DISTRICT, and the COLLEGE will not assume any liability arising from the acts and/or omissions of the employees, representatives or agents of the DISTRICT.
3. For student teaching placements, the COLLEGE shall designate a program supervisor to coordinate, consult and collaborate with the DISTRICT classroom teacher, and to supervise and evaluate the student teacher:
  - a) Out of County/Out of State Placements: via video-recorded lesson presentations, as well as phone and/or email communication.
  - b) Maricopa County Placements: via in-person Program Supervisor meetings and reviews, as well as phone and/or email communication.
4. The COLLEGE assures the DISTRICT that all students placed in their schools will have a valid fingerprint clearance card. If requested at the time of service to the DISTRICT, the COLLEGE will provide a copy of the appropriate state documents, and when available an IVP number. The COLLEGE will conduct periodic checks on the IVP card throughout the student’s placement to ensure the continued validation of the fingerprint clearance card. The COLLEGE will immediately remove the student whose card has become invalid.
5. In cases of employment aligned to the Teacher in Residence Program/Alternative Path COLLEGE agrees to provide documentation of academic progress towards meeting the goal of certification.

**B. RESPONSIBILITIES OF DISTRICT:**

1. DISTRICT will provide qualified personnel for the guidance of students who are placed with the DISTRICT for programs and provide direct guidance, supervision and involvement for those students.
2. DISTRICT will provide appropriate and adequate facilities for learning purposes including sufficient space for teaching purposes and conferences with students.
3. DISTRICT will provide instructional materials, library facilities and other training aids as needed to the faculty/liason and student of the COLLEGE for training purposes. DISTRICT will inform THE COLLEGE of any change in policy, rules or regulations which will affect the students or faculty of the COLLEGE.
4. DISTRICT will maintain adequate insurance to provide coverage for the liabilities arising from the acts and/or omissions of employees, representatives or agents of DISTRICT who are participating in the internship programs with the COLLEGE.
5. DISTRICT may, for good cause, refuse to accept for placement or may terminate the field experience assignment or student teaching of any student by notifying the COLLEGE in writing. Prior to termination, the DISTRICT shall consult with the COLLEGE about its concerns and proposed course of action.

**C. DURATION:**

**The effective date of this agreement is as of the date signed.** It shall continue in force until canceled by written notice by either party to the other, no less than one semester in advance of the desired date of termination.

**D. NON-DISCRIMINATION:**

During the period of this agreement, the COLLEGE and the DISTRICT agree to comply with TITLE VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972 and Section 504 of the Rehabilitation Act of 1973 and both parties agree not to discriminate against any person on the basis of race, color, sex, religion, national origin, age or handicap. Executive Order 11246 and Executive Order 75-5 are both incorporated herein by reference and applicable to this agreement.

**E. CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, either Party may, within three (3) years after the execution of this Agreement, cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other Party to the Agreement in any capacity or a consultant to any other Party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either Party receives written notice of the cancellation unless the notice specifies a later time.

**F. EVERIFY, RECORDS, AND AUDITS:** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). The Parties each retain the legal right to randomly inspect the papers and records of the other Parties and the other Parties' subcontractors who work under this Agreement to ensure that the other Parties and their subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Parties. Each Party and its respective subcontractors shall cooperate with the other Parties' random inspections, including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

**G. FERPA:** The parties agreed to comply with the provisions of the Family Educational Rights and Privacy Act (FERPA).

**H. ANNUAL REVIEW:**

This agreement will be reviewed annually. It may be altered or modified in writing by mutual consent of the DISTRICT and the COLLEGE.

*Signature page follows.*

<b>MESA COMMUNITY COLLEGE</b> 1833 West Southern Ave Mesa, AZ 85202		<b>Osborne School District</b> 1226 W. Osborn Rd. Phoenix, AZ 85013	
By:		By:	
Title:	Vice President, Administrative Services	Title:	
Date:		Date:	

Reviewed and Approved  
by Legal

James H. Curtin  
Senior Associate  
General Counsel  
MCCCD

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – IV-I-3**

**Agenda Item**

**Approval of IGA with the MCSS Office for Financial System Support Consortium**

For Board:  Action       Discussion       Information

**Background –**

This Agreement outlines the responsibilities of each of the parties to manage the Financial System of record (visions) as part of the MCSS Financial System Support Consortium. The Parties agree to cooperate and assist each other in meeting the mutual obligations and duties of each office. The MCSS office will host the District’s Financial System hardware M&O; software, ensuring data security, software updates, supporting 3 rd party applications interfaces, and data backups. In addition, MCSS office will provide key application support personnel for the purpose of resolving technical issues and supporting District end users with software functionality.

**Legal**

A.R.S. § 11-952

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

It is recommended that the Governing Board approve the IGA with the MCSS Office for the Financial System Support Consortium.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F



**Intergovernmental Agreement between Maricopa County on behalf of the Maricopa County School Superintendent's Office and Osborn Elementary School District for Educational Enterprise Resource Planning**

**1.0 PARTIES**

This Intergovernmental Agreement (IGA) provides a binding agreement between the Maricopa County School Superintendent's Office (hereafter referred to as "MCSS"), and **Osborn Elementary School District** (hereafter referred to as "the School District"), collectively "the Parties", for Educational Enterprise Resource Planning (ERP) licensing, hosting, maintenance, and support of Tyler Technologies, Inc.'s School ERP Pro (hereafter referred to as the "ERP System"). Maricopa County and the School District are authorized to enter into this IGA under A.R.S. §11-952 and §15-342(13) for the purposes of exercising joint powers or contracting for services.

**2.0 PURPOSE**

This IGA outlines the responsibilities of each of the parties to manage the ERP System of record as part of the MCSS ERP System Consortium. The Parties agree to cooperate and assist each other in meeting the mutual obligations and duties of each office because it is good public policy and benefit the citizens of Maricopa County.

**3.0 DEFINITIONS**

- 3.1 MCSS ERP System Consortium – is defined as school districts who have entered into an agreement with MCSS to purchase their ERP software licensing and have their ERP System hosted as detailed in this document.
- 3.2 ERP System – is defined as the software licensing and associated hosted interfacing applications, as well as technical support, that function as the financial system of record for school districts participating in the MCSS ERP System Consortium.

**4.0 TERM OF AGREEMENT**

This IGA is for five (5) years, beginning July 1, 2024, and ending June 30, 2029, unless terminated earlier by the Parties as set forth herein.



## **5.0 RESPONSIBILITIES OF THE PARTIES**

### **5.1 MCSS Responsibilities:**

- 5.1.1 Ensure that the ERP System is kept current on software updates. Not all released updates apply to or affect MCSS hosted districts. Some minor releases may be skipped or delayed.
- 5.1.2 Ensure that the ERP System is current with supported 3<sup>rd</sup> party products that it requires.
- 5.1.3 Maintain the ERP System hardware in good working order and provide sufficient disk space to allow ready access to at least 7 years of historical School District data.
- 5.1.4 Conduct non-critical software updates outside of normal business hours. Provide School District a minimum 48-hour notice, via email or other notification, of scheduled outage. Critical updates may require a shorter notice depending on the severity of the issue.
- 5.1.5 Back up all School District data nightly and keep data for a period of at least 15 days before overwriting or deleting. Store monthly backup files for a period of 12 months. Store yearly backups to accommodate any applicable Public Records Retention Schedules. Provisional databases are not backed up due to their temporary nature.
- 5.1.6 Inform School District when any action taken by MCSS results in the modification of School District data.
- 5.1.7 Protect School District data against unauthorized access, following best practices of data security.
- 5.1.8 Allow contracted software vendors access to requested data for the purpose of resolving technical issues in the course of providing support.
- 5.1.9 Maintain ERP System's Identity Provider (Active Directory) and security.
- 5.1.10 Provide the School District with necessary instructions, documentation, and licenses to ensure that the School District users can connect to the ERP System.
- 5.1.11 Provide support services outlined and attached hereto as Attachment 1, Exhibit D.

5.1.12 Invoice the School District for software licensing, hosting, maintenance, and support as outlined in Section 15.0 of this IGA.

**5.2 The School District Responsibilities:**

5.2.1 Provide MCSS with proper authorization for all user account updates for access to the ERP System.

5.2.2 Inform MCSS of changes related to the termination of key personnel or consultants with access to the ERP System in a timely manner.

5.2.3 Provide MCSS key application support personnel and contracted vendor with needed access to School District's ERP system and data for the purpose of resolving technical issues in the course of providing support.

5.2.4 Maintain and manage Users and User Roles in the ERP System as applicable.

5.2.5 Maintain and manage all local security in the ERP System as applicable.

5.2.6 Maintain accuracy and integrity of all data within their District's databases.

5.2.7 Comply with all requests from MCSS made in good faith related to processes or procedures to ensure data integrity and smooth operations.

5.2.8 Provide Internet connectivity and compatible equipment for all School District users of the ERP System.

5.2.9 Attend training as needed to remain current on third-party software and processes.

5.2.10 Pay MCSS within 30 days based on invoices received and as outlined in Section 15.0 of this IGA. Failure to pay could result in termination of this agreement and the School District's ERP system access, licensing, hosting, maintenance, and support. Disputed fees and expenses in all terminations must have been submitted in coordination with MCSS as invoice disputes in accordance with Section F (2) of the LICENSE AND SERVICES ADDENDUM (Attachment 1).

## **6.0 EMPLOYMENT**

- 6.1 The employees providing support shall be MCSS employees, and MCSS will be responsible for payment of the employees' salaries and benefits.
- 6.2 For purposes of A.R.S. §23-1022 only, the employees shall be deemed to be employees of both MCSS and the School District, although MCSS shall be solely responsible for the payment of workers' compensation benefits. Both MCSS and the School District shall post a notice pursuant to A.R.S. §23-906, in substantially the following form:

*All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.*

## **7.0 TERMINATION**

- 7.1 This IGA is subject to cancellation in accordance with the provisions of A.R.S. §38-511.
- 7.2 In the event conflict arises, the Parties agree to make every effort to reconcile conflicts and make reasonable provisions to ensure neither party will suffer as a consequence of conflict.
- 7.3 Either party may terminate this IGA any time upon delivering a written notice of termination to the other party three months (3) in advance of the requested date of termination. Such notice shall be given by personal delivery or by Registered or Certified mail.
- 7.4 This IGA may be terminated by mutual written agreement of the parties specifying the termination date therein.

## **8.0 AMENDMENTS**

The Parties may amend this IGA only by written amendment signed by both Parties.

## **9.0 INCORPORATION OF DOCUMENTS**

- 9.1 The following are to be attached to and made part of this Contract:

9.1.1 Attachment 1 – Contract by and between Maricopa County and Tyler Technologies, Inc.

**10.0 NOTICES**

Communication and details concerning this IGA shall be directed to the following contract representatives:

Maricopa County:  
Heather Mock  
Asst. Superintendent of Econ. Mgmt.  
Office of the Maricopa County  
School Superintendent  
4041 N. Central Ave, Suite 1100  
Phoenix, Arizona 85012  
[heather.mock@maricopa.gov](mailto:heather.mock@maricopa.gov)  
602-506-2068

School District:  
Colleen Toscano  
Chief Operations Officer  
Osborn Elementary School District  
  
1226 W. Osborn Rd.  
Phoenix, AZ 85013  
[ctoscano@osbornsd.org](mailto:ctoscano@osbornsd.org)  
602-707-2000

**11.0 EMPLOYMENT DISCLAIMER**

11.1 This IGA is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association, or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this IGA.

11.2 The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this engagement. The Parties will comply with Executive Order No. 11246, entitled "Equal Employment Opportunity", and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

**12.0 GENERAL INDEMNIFICATIONS**

To the extent allowable by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

### **13.0 COMPLIANCE WITH APPLICABLE LAWS**

13.1 Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the federal, state, and local governments whether or not specifically referenced herein. Specifically, the following apply:

13.1.1 Unless exempt under Federal law, both Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5, as updated in State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. Both Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. Both Parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

13.1.2 Both Parties shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. Both Parties shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

### **14.0 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §23-214 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS**

14.1 By entering into this IGA, the Parties represent and warrant compliance with the Immigration and Nationality Act (8 U.S.C. §§ 1101, *et seq.*) (INA) and all other Federal and State immigration laws and regulations related to the immigration status of their employees. The Parties shall obtain statements from any Subcontractors certifying compliance and shall furnish the statements to the Department upon request. These representations and warranties shall remain in effect throughout the term of this IGA. The Parties and any Subcontractors shall also maintain Employment Eligibility Verification forms (I-9), as required by the U.S. Department of Labor's Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603), for all

employees performing work under this IGA. I-9 forms are available for download at USCIS.GOV.

14.2 The Parties warrant that they are in compliance with A.R.S. §41-4401 (E-Verify requirements) and further acknowledge:

14.2.1 That the Parties and its Subcontractors, if any, warrant their compliance with all Federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. §23-214; and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, which is longer;

14.2.2 That a breach of a warranty under subsection 14.1 above shall be deemed a material breach of this IGA and the County may immediately terminate this IGA without liability; and

14.2.3 That the County and any contracting government entity retains the legal right to inspect the papers and employment records of any party or Subcontractor employee who works on this IGA to ensure that the party or Subcontractor is complying with the warranty provided under subsection 14.1 above and that the party agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

## **15.0 PAYMENT**

15.1 MCSS shall invoice and receive reimbursement from the School District within 30 days for the following costs calculated from a combination of software licensing and support, School District user count, ADM, and MCSS support staff:

15.1.1 The cost for the School District's ERP System annual software licensing—Fiscal year 2025 (7/1/2024-6/30/2025) costs will be **\$33,128.82**, plus any applicable taxes. Fees for fiscal years 2026 through 2029 shall be subject to increases of no more than five percent (5% year over year).

15.1.2 The costs for MCSS to host and publish the ERP System to be accessed over the Internet and costs associated with MCSS support employees—Fiscal year 2025 (7/1/2024-6/30/2025) costs will be **\$8,969.32**. Fees for fiscal years 2026 through 2029 shall be subject to increases of no more than five percent (5%) year over year.

15.2 The School District shall obtain and fund their connection to the Internet.

**16.0 CONFLICT WAIVER**

The Parties to this IGA acknowledge that they are aware that the Civil Services Division of the Maricopa County Attorney's Office (Civil Division) may be chosen as the attorney for other Parties to this agreement, and the signing party acknowledges that it is aware of a potential conflict of interest, and it waives any claim of conflict of interest, which may arise by virtue of Civil Division's representation of other Parties to this agreement.

**17.0 COMPLETE AGREEMENT**

This IGA contains the full and final agreement of the Parties and supersedes any prior agreement or understandings between the Parties, either written or verbal, dealing with the same subject matter.

**FOR AND ON BEHALF OF MARICOPA COUNTY:**

**FOR AND ON BEHALF OF SCHOOL DISTRICT:**

\_\_\_\_\_  
Maricopa County School Superintendent

\_\_\_\_\_  
School District Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

\_\_\_\_\_  
Date

Pursuant to A.R.S. §11-952, legal counsel has determined that this Intergovernmental Agreement is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Attorney for Maricopa County

*Rence Osipov*  
\_\_\_\_\_  
Attorney for School District

\_\_\_\_\_  
Date

11/19/24  
\_\_\_\_\_  
Date





## **CONTRACT Educational Enterprise Resource Planning 240128-IGA**

This contract ("Agreement" or "Contract") is entered into the 8th day of August, 2024 by and between Maricopa County ("County" or "Client"), a political subdivision of the State of Arizona, and Tyler Technologies Inc., a Delaware corporation ("Contractor" or "Tyler"), for constituent school districts of the County to continue the licensing of or access to and maintenance and support of Tyler's proprietary education-focused Enterprise Resource Planning (ERP) system known as School ERP Pro.

### **1.0 CONTRACT TERM**

This Contract is for a term of five (5) years, beginning on July 1, 2024 ("Effective Date") and ending on June 30, 2029, unless earlier terminated as set forth herein.

### **2.0 CONTRACT COMPLETION**

In connection with the termination of this Contract for any reason, and only upon the execution of a mutually agreed change order or addendum, the Contractor shall make all commercially reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the Contractor that are required to be provided to the County either by the terms of this Agreement or as a matter of law. The parties shall reasonably cooperate during the transition. Client shall reimburse Tyler for all transition services provided by Tyler at Tyler's then-current rates, plus reasonable costs, and expenses, as set forth in the parties' executed change order or addendum. The provisions of this clause shall survive the expiration or termination of this Agreement.

### **3.0 PAYMENTS**

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sums stated in Exhibit B – Investment Summary.

3.2 Payment shall be made within forty-five (45) days of County's receipt of the invoice.

#### **3.3 INVOICES**

3.3.1 The Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a

minimum, the invoice must provide the following information, in all cases to the extent applicable:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Date(s) of service or delivery
- Quantity
- Description of purchase (product or services)
- Extended price
- Freight (if applicable)
- Mileage with rate (if applicable)
- Total amount due

3.3.2 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

3.3.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award, the Contractor shall (if not previously done) complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<https://www.maricopa.gov/5169/Vendor-Information>).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

#### 3.4 APPLICABLE TAXES

3.4.1 It is the responsibility of the Contractor to determine any and all applicable taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If County is a tax-exempt entity, County agrees to provide Contractor with a tax-exempt certificate. Otherwise, Contractor will pay all applicable taxes to the proper authorities and County will reimburse Contractor for such taxes. If County has a valid direct-pay permit, County agrees to provide Contractor with a copy. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

3.4.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If Contractor has questions regarding its tax liability, seek advice from a tax professional prior to submitting its bid. Contractor may also find information at <https://azdor.gov/business>. Once the bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.

3.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the

Contractor. Contractor shall, and require all subcontractors to, hold the County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to municipality or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

#### 4.0 AVAILABILITY OF FUNDS; TERMINATION FOR LACK OF APPROPRIATIONS.

4.1 The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds. If County should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, County may unilaterally terminate this Agreement upon thirty (30) days' written notice to Contractor. County will not be entitled to a refund or offset of previously paid license and other fees. County agrees not to use termination for lack of appropriations as a substitute for termination for convenience. In the event of termination for lack of appropriation, County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services County has received, or Contractor has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations must have been submitted as invoice disputes in accordance with Section F (2) of the LICENSE AND SERVICES ADDENDUM.

4.2 If any action is taken by any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least thirty (30) days in advance, and as further set forth above in Section 4.1.

#### 5.0 DUTIES

The Contractor shall perform all duties as stated in this Contract, or as otherwise agreed to in writing by the parties.

#### 6.0 TERMS AND CONDITIONS

##### 6.1 INDEMNIFICATION

6.1.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) —other than those claims specifically listed in section 6.1.2 below—to the extent caused by or alleged to have been caused by the negligent acts, errors, or omissions of the Contractor, a subcontractor, or anyone employed by them relating to the performance of this Contract. County must notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement, except where settlement

involves a County obligation or does not release County from further liability. County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim.

- 6.1.2 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) for (a) personal injury or property damage to the extent caused by the negligence or willful misconduct of the Contractor, or (b) Contractor's violation of PCI-DSS Requirements or a law applicable to Contractor's performance under this Contract. County must notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement, except where settlement involves a County obligation or does not release County from further liability. County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim.
- 6.1.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.
- 6.1.4 The scope of this indemnification does not extend to the sole negligence of County.

## 6.2 INFRINGEMENT DEFENSE AND INDEMNIFICATION

- 6.2.1 Contractor will defend County against any third-party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which Contractor consents). County must notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement. County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense.
- 6.2.2 Contractor's obligations under this Section 6.2 will not apply to the extent the claim or adverse final judgment is based on County's use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or County's willful infringement.
- 6.2.3 If Contractor receives information concerning an infringement or misappropriation claim related to the Tyler Software, Contractor may, at Contractor's expense and without obligation to do so, either: (a) procure for County the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case County will stop running the allegedly infringing Tyler Software immediately. Alternatively, Contractor may decide to litigate the claim to judgment, in which case County may continue to use the Tyler Software consistent with the terms of this Agreement.
- 6.2.4 If an infringement or misappropriation claim is fully litigated and County's use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Contractor consents), Contractor will, at Contractor's option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides County's exclusive remedy for third party

copyright, patent, or trademark infringement and trade secret misappropriation claims.

#### 6.2.5 Exceptions

Contractor will have no defense or indemnity obligation for any Claim based on:

6.2.5.1 modifications by someone other than Contractor;

6.2.5.2 software has been modified by Contractor in accordance with County-provided specifications or instructions;

6.2.5.3 use or combination by the County of software with Third-Party Products, open source, or freeware technology;

6.2.5.4 Third-Party Products, open source, or freeware technology;

6.2.5.5 a product that is used or located by County in a country other than the country in which or for which it was supplied by Contractor;

6.2.5.6 possession or use of a product after Contractor has informed County of modifications or changes required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Contractor's suggestions and to the extent County did not provide Contractor with a reasonable opportunity to implement Contractor's suggestions; or

6.2.5.7 the amount of revenue or profits earned, or other value obtained by the use of products, or the amount of use of the products.

6.2.6 The foregoing states Contractor's entire liability, and County's sole and exclusive remedy, except as provided by law or equity, with respect to any infringement or misappropriation of any intellectual property rights of another party.

### 6.3 INSURANCE

6.3.1 Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona.

6.3.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted.

6.3.3 In the event that the insurance required is written on a claims-made basis, continuous coverage will be maintained for a period of two years beginning at the time work under this Contract is completed.

6.3.4 Contractor's Commercial General Liability and Automobile Liability insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

- 6.3.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Contractor shall be solely responsible for the deductible and/or self-insured retention.
- 6.3.6 Contractor's Commercial General Liability and Automobile Liability insurance shall include County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 6.3.7 Contractor's Commercial General Liability and Automobile Liability insurance shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.
- 6.3.8 If available, the Commercial General Liability and Automobile Liability insurance policies required by this Contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

#### 6.3.8.1 Commercial General Liability

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims.

#### 6.3.8.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this Contract.

#### 6.3.8.3 Workers' Compensation

6.3.8.3.1 Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

6.3.8.3.2 Contractor waives all rights of subrogation against this Contract and its agents, officers, directors, and employees for claims under Contractor's Automobile Liability and Commercial General Liability policies that arise out of or relate to the Contract and are between County and

Contractor, except to the extent the damage or injury is caused by County.

6.3.8.4 Errors and Omissions/Professional Liability Insurance

Technology Errors & Omission insurance: Such insurance shall cover any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this Contract.

- Each claim \$5,000,000

In the event that the Technology Errors & Omission insurance required by this Contract is written on a claims-made basis, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years, beginning at the time work under this Contract is completed.

6.3.8.5 Crime

Contractor shall maintain Commercial Crime Liability Insurance with a limit of not less than \$1,000,000 for each occurrence. The policy shall include, but not be limited to, coverage for employee dishonesty, fraud, theft, or embezzlement.

6.3.8.6 Cyber, Network Security, and Privacy Liability

Cyber, Network Security and Privacy Liability Insurance with a limit of not less than \$5,000,000 on a claims-made basis.

6.3.9 Certificates of Insurance

6.3.9.1 Contractor shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

6.3.9.2 In the event any insurance policy(ies) required by this Contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual certificates of insurance.

6.3.9.3 Renewal certificates of insurance will be provided as close as practicable to the date the applicable policy or policies is/are renewed.

6.3.9.4 Certificates of Insurance shall identify Maricopa County as the certificate holder as follows:

Maricopa County  
c/o Risk Management  
301 W Jefferson St, Suite 910  
Phoenix, AZ 85003

#### 6.3.10 Cancellation and Expiration Notice

Contractor will provide County with notice of cancellation or non-renewal, or reduction in Contractor's insurance coverages below the minimum requirements set forth in the Contract, within thirty (30) days thereof unless replaced. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 301 W. Jefferson St., Suite 700, Phoenix, AZ 85003.

#### 6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

6.4.2 Each party, as applicable, shall give the other party notice within ten (10) business days of the Force Majeure event of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

#### 6.5 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aide (CAPA) with a purchase card for payment.

#### 6.6 PURCHASE CARD ORDERING CAPABILITY

County may opt to use a purchase card (Visa or Master Card) to make payment for orders under this Contract.

#### 6.7 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.



## 6.8 PURCHASE ORDERS

Purchase orders submitted by the County are for the County's internal administrative purposes, and the terms and conditions contained in those purchase orders will have no force or effect to any extent they deviate from the terms of this contract. County reserves the right to correct errors in its own purchase orders within a reasonable period of time after issuance.

## 6.9 BACKGROUND CHECK

Contractor's employees undergo criminal background checks prior to hire. All employees sign Contractor's confidentiality agreement and security policies. Additional background checks for Contractor personnel may be required by law or County or constituent school district policy and when required shall be performed. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks may result in the County requiring the Contractor to reassign personnel who do not pass these checks.

## 6.10 STOP WORK ORDER

6.10.1 The procurement officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

6.10.1.1 cancel the stop work order; or

6.10.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor or otherwise requires a change to the project schedule.

## 6.11 TERMINATION FOR CONVENIENCE

The County may terminate this Contract for convenience by providing 60 calendar days advance written notice to the Contractor. In the event of termination for convenience, County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services Client has received, or Tyler has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than County's termination for cause must have been submitted as invoice disputes in accordance with Section F (2) of the LICENSE AND SERVICES ADDENDUM.

## 6.12 TERMINATION FOR DEFAULT

6.12.1 For Cause. If County believes Contractor has materially breached this Agreement, County will invoke the Dispute Resolution clause set forth in Section 6.46. County

may terminate this Agreement for cause in the event Contractor does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section 6.46. In the event of termination for cause, County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services County has received, or Tyler has incurred or delivered, prior to the effective date of termination.

6.12.2 Insolvency. The County shall have the right to terminate this Contract at any time in the event Contractor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business. In the event of termination for insolvency, County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services County has received, or Tyler has incurred or delivered, prior to the effective date of termination.

#### 6.13 WARRANTY OF SERVICES

The Contractor warrants that it will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event Contractor provides services that do not conform to this warranty, Contractor will re-perform such services at no additional cost to County.

#### 6.14 INSPECTION OF SERVICES

6.14.1 During a new implementation, County has the right to inspect and test the software prior to go-live. County shall perform inspections and tests in a manner that will not unduly delay the work and in accordance with the applicable statement of work for the software.

6.14.2 Regarding a new implementation, If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.14.2.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

6.14.2.2 mutually agree with Contractor on a reduction in contract price to reflect the reduced value of the services performed.

6.14.3 Regarding a new implementation, If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:

6.14.3.1 terminate the contract after notice and an opportunity to cure in accordance with the Contract terms.

#### 6.15 USAGE REPORT

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each Contract item by individual unit of measure.

6.16 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

6.17 SUBCONTRACTING; ASSIGNMENT; BINDING EFFECT

6.17.1 This Agreement shall be binding on, and shall be for the benefit of, the parties' successors and permitted assigns. Neither party may assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof after the Effective Date without the written consent of the other; provided, however, County's consent is not required for an assignment by Contractor as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Contractor's assets.

6.17.2 The subcontractor's rate for the job shall not exceed that of the prime Contractor's rate, as bid in the pricing section, unless the prime Contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime Contractor's invoice.

6.18 AMENDMENTS

All amendments to this Contract shall be in writing and approved/signed by both parties. The County Office of Procurement Services shall be responsible for approving all amendments for The County.

6.19 ADDITIONS/DELETIONS OF REQUIREMENTS

The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.20 RIGHTS IN DATA

The County shall have the use of its own data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation.

6.21 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

6.21.1 In accordance with Section MC1-372 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation

relevant to this Contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal, or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

6.21.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse the County for the services not so adequately supported and documented.

## 6.22 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to the County.

## 6.23 NONWAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

## 6.24 VALIDITY

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

## 6.25 SEVERABILITY

The removal, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

## 6.26 RELATIONSHIPS

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

## 6.27 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this Contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be viewed at [https://apps.azsos.gov/public\\_services/register/2009/46/governor.pdf](https://apps.azsos.gov/public_services/register/2009/46/governor.pdf))

6.28 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

6.29 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.29.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers, and directors:

6.29.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

6.29.1.2 have not within a three-year period preceding this contract:

6.29.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State, or local) transaction or contract; or

6.29.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

6.29.1.3 are not presently indicted or criminally charged by a government entity (Federal, State, or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State, or local) transaction or contract;

6.29.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction, though Contractor may have civil litigation pending vis-à-vis one or more governmental entities; and

6.29.1.5 have not within a three-year period preceding this Contract had any public transaction (Federal, State, or local) terminated for cause or default.

6.29.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with the bid an explanation of the matter including any final resolution.

6.29.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e., transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this Contract. If

this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.

#### 6.30 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

6.30.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §§ 41-4401 and 23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the County procurement officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at [www.uscis.gov](http://www.uscis.gov).

6.30.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 6.30.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

#### 6.31 INFLUENCE

6.31.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the County's Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

6.31.2 An attempt to influence includes, but is not limited to:

6.31.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

6.31.3 If a person attempts to influence any employee or agent of the County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the County Procurement Code, any remedy in equity or in the law, or any remedy provided by this Contract.

#### 6.32 CONFIDENTIAL INFORMATION

6.32.1 Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and

that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, nonpublic information that is related to business practices, strategies and technologies, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Unless otherwise required by applicable law or by a court order from a court with competent jurisdiction, each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement.

6.32.2 Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County or the Contractor. This provision establishes the Contractor's and County's obligations regarding such information.

6.32.3 The Contractor and the County shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's and County's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information.

6.32.4 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

### 6.33 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Maricopa County Office of Procurement Services. The parties acknowledge that the Client is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by the Client requesting records described as confidential, which the Client determines must be disclosed, the Client will notify Tyler and otherwise perform the functions required by such laws.

### 6.34 INTEGRATION

This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

### 6.35 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

## 6.36 GOVERNING LAW

This Contract shall be governed by the laws of the State of Arizona, without regard to its rules on conflicts of law. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona, or the United States District Court for the District of Arizona.

## 6.37 FORCED LABOR

6.37.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, Contractor agrees to comply with all applicable portions of A.R.S. § 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

6.37.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

6.37.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

6.37.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

6.37.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

6.37.3 If Contractor becomes aware during the term of the Agreement that Contractor is not in compliance with this paragraph, the Contractor shall notify the County within five business days after becoming aware of the noncompliance. If the Contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the Agreement terminates, except that if the Agreement termination date occurs before the end of the 180 day period, the Agreement terminates on the Agreement termination date.

## 6.38 ORDER OF PRECEDENCE

In the event of a conflict between the provisions of the main portion of this Contract and the provisions of any of the addendums or exhibits, if applicable, the terms of the main portion of this Contract shall prevail.

## 6.39 UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION

All contractors that receive funding must have a UEI number through <https://sam.gov/content/entity-registration>. Contractor must also remain current with the System for Award Management [www.sam.gov](http://www.sam.gov) throughout the term of the Contract.

## 6.40 RELIGIOUS ACTIVITIES

The Contractor agrees that costs, planned or claimed, including costs incurred, shall not include any expense for any religious activity.



#### 6.41 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County or the Contractor under the Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

#### 6.42 EQUAL EMPLOYMENT OPPORTUNITY

6.42.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.42.2 Contractor shall comply with the following provisions:

6.42.2.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);

6.42.2.2 The Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);

6.42.2.3 The Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.);

6.42.2.4 The Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Arizona Executive Order 2009-09, as amended, et seq., which mandates that all persons shall have equal access to employment opportunities.

6.42.3 Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

#### 6.43 CERTIFICATION REGARDING LOBBYING

6.43.1 Contractor certifies, to the best of their knowledge and belief, that:

6.43.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant including the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

6.43.1.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

6.43.2 Contractor shall include Lobbying Certification language in the award documents for all subcontractors (including sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

6.43.2.1 The Lobbying Certification is a material representation of fact upon which reliance was placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any successful proposer(s) who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

#### 6.44 CLEAN AIR ACT & CLEAN WATER ACT

Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), section 508 of the Clean Water Act (33 U.S.C. § 1368) Executive Order 11738, and Environmental Protection Agency regulations.

#### 6.45 ENERGY POLICY AND CONSERVATION ACT

Contractor must adhere to the applicable standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

#### 6.46 CONTRACT DISPUTES

Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute. The parties agree to cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with one another's appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent either party from seeking necessary injunctive relief during the dispute resolution procedures.

#### 6.47 INCORPORATION OF DOCUMENTS

6.47.1 The following are to be attached to and made part of this Contract:

- 6.47.1.1 License and Services Addendum
- 6.47.1.2 Exhibit A – Vendor Information
- 6.47.1.3 Exhibit B - Investment Summary

- 6.47.1.4 Exhibit C – Invoicing and Payment Policy; Schedule 1, Business Travel Policy
- 6.47.1.5 Exhibit D – Maintenance and Support Agreement; Schedule 1 Support Call Process

#### 6.48 NOTICES

All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth below or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party. All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
301 W. Jefferson St. Suite 700  
Phoenix, Arizona 85003-1647

For Contractor:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

**IN WITNESS WHEREOF**, this contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\_\_\_\_\_  
DATE

## LICENSE AND SERVICES ADDENDUM

### SECTION A – DEFINITIONS

- **“Business Travel Policy”** means Tyler’s business travel policy. A copy of Tyler’s current Business Travel Policy is attached as Schedule 1 to Exhibit C.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in Tyler’s written proposal to Client, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Tyler’s maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Tyler’s then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that Tyler provide or otherwise make available to Client, including instructions, user guides, manuals and other training or self-help documentation.
- **“Force Majeure”** means an event beyond the reasonable control of either party, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by either party.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit B.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of Tyler’s current Invoicing and Payment Policy is attached as Exhibit C.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of Tyler’s customers. A copy of Tyler’s current Maintenance and Support Agreement is attached as Exhibit D.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Statement of Work”** means the industry standard implementation plan describing how Tyler’s professional services will be provided to implement the Tyler Software, and outlining Client’s and Tyler’s roles and responsibilities in connection with that implementation.
- **“Support Call Process”** means the support call process applicable to all of Tyler’s customers who have licensed the Tyler Software. A copy of Tyler’s current Support Call Process is attached as Schedule 1 to Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.

- **“Tyler Software”** means Tyler’s proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by Tyler to Client through this Agreement.

## **SECTION B – SOFTWARE LICENSE**

### **1. License Grant and Restrictions.**

- 1.1 Tyler grants to Client a license to use the Tyler Software for Client’s internal business purposes only, in the scope of the internal business purposes disclosed to Tyler as of the Effective Date. Client may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Client’s rights to use the Tyler Software are perpetual but may be revoked if Client does not comply with the terms of this Agreement. The parties acknowledge and agree that members of Client’s Education Technology Consortium may use and access the Tyler Software for their internal business purposes; to that end, the Tyler Software listed in each schedule of the Investment Summary is licensed for use by the specific member district identified on the schedule applicable to that district only, and subject to the terms of this Agreement. Client is permitted to host the Tyler Software for each member district with an applicable schedule in the Investment Summary. Client is solely responsible for the performance of Client’s servers and for granting and accommodating member districts’ access thereto. Tyler disclaims any responsibility for, or liability to, member districts or Client for the hosting of the Tyler Software or Client’s access thereto.
- 1.2 Without limiting the terms of Section B(1.1), Client understands and agrees that the Tyler Software set forth in the Investment Summary as subscription or software as a service (“SaaS”) do not include perpetual rights. If Client does not pay the required annual fee in accordance with the Invoicing and Payment Policy, Client’s right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.
- 1.3 The Documentation is licensed to Client and may be used and copied by Client’s employees and members of Client’s Education Technology Consortium for internal, non-commercial reference purposes only.
- 1.4 Client may not: (a) transfer or assign the Tyler Software to a third party other than members of Client’s Education Technology Consortium; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.5 The license terms in this Agreement apply to updates and enhancements Tyler may provide to Client or make available to Client through Client’s Maintenance and Support Agreement.
- 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in Client’s license. Client will give Tyler advance written notice of any such transfer and will pay Tyler for any required or requested technical assistance from Tyler associated with such transfer.

1.7 Where applicable with respect to Tyler applications that take or process card payment data, Tyler is responsible for the security of cardholder data that Tyler possesses, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, Tyler complies with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. Tyler agrees to supply the current status of Tyler's PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-Us/compliance>, and in the event of any change in Tyler's status, will comply with applicable notice requirements.

1.8 Tyler reserves all rights not expressly granted to Client in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. Tyler owns the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. Client agrees to pay Tyler the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with Tyler's Exhibit C, Invoicing and Payment Policy.
3. Limited Warranty. Tyler warrants that the Tyler Software will be without Defect(s) as long as Client has a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, Tyler will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

## **SECTION C – PROFESSIONAL SERVICES**

1. Services. Tyler will provide Client the various implementation-related services itemized in the Investment Summary (if any) and described in this Contract or a Statement of Work, as applicable.
2. Professional Services Fees. Client agrees to pay Tyler the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. Client acknowledges that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for Client's implementation. Tyler will bill Client the actual fees incurred based on the in-scope services provided to Client. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on Tyler's understanding of the specifications Client supplied. If additional work is required, or if Client uses or requests additional services, Tyler will provide Client with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If Client cancels services less than four (4) weeks in advance (other than for Force Majeure or breach by Tyler), Client will be liable for all (a) daily fees associated with cancelled professional services if Tyler is unable to reassign Tyler's personnel and (b) any non-refundable travel

expenses already incurred by Tyler on Client's behalf. Tyler will make all reasonable efforts to reassign personnel in the event Client cancels within four (4) weeks of scheduled commitments.

5. Site Access and Requirements. At no cost to Tyler, Client agrees to provide Tyler with full and free access to Client's personnel, facilities, and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler as of the Effective Date, and thereafter as mutually agreed to by Client and Tyler. Client further agrees to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
6. Client Assistance. Client acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resources of Client's personnel. Client agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Tyler to schedule the implementation-related services outlined in this Agreement. Tyler will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by Client's personnel to provide such cooperation and assistance (either through action or omission).

#### **SECTION D – MAINTENANCE AND SUPPORT**

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If Client has purchased ongoing maintenance and support services and continues to make timely payments for them according to the Invoicing and Payment Policy, Tyler will provide Client with maintenance and support services for the Tyler Software under the terms of the standard Maintenance and Support Agreement.

If Client has opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to Client. Instead, Client will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, Client will:

- (i) receive the lowest priority under Tyler's Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged Tyler's then-current rates for support services, or such other rates that Tyler may consider necessary to account for Client's lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.



## SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. Tyler will sell, deliver, and install onsite the Third Party Hardware, if Client has purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with the Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, Client will receive a non-transferable license to use the Third Party Software and related documentation for Client's internal business purposes only. Client's license rights to the Third Party Software will be governed by the Third Party Terms.
  - 2.1 Tyler will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
  - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, Client will be required to pay such additional future fee.
  - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. Client will give Tyler advance written notice of any such transfer and will pay Tyler for any required or requested technical assistance from Tyler associated with such transfer.
3. Third Party Products Warranties.
  - 3.1 Tyler is authorized by each Developer to grant or transfer the licenses to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, Client will receive free and clear title to the Third Party Hardware.
  - 3.3 Client acknowledges that Tyler is not the manufacturer of the Third Party Products. Tyler does not warrant or guarantee the performance of the Third Party Products. However, Tyler grants and passes through to Client any warranty that Tyler may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If Client has purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with Tyler's Exhibit C, Invoicing and Payment Policy.
5. Maintenance. If Client has a Maintenance and Support Agreement in effect, Client may report defects and other issues related to the Third Party Software directly to Tyler, and Tyler will (a) directly address the defect or issue, to the extent it relates to Tyler's interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that Client has a separate, direct maintenance agreement in effect with that Developer. In all events, if Client does not have a Maintenance and Support Agreement in effect with Tyler, Client will be

responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

#### **SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. Tyler will invoice Client for all fees set forth in the Investment Summary per the Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If Client believes any delivered software or service does not conform to the warranties in this Agreement, Client will provide Tyler with written notice within thirty (30) days of Client's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Client contends are in dispute so that Tyler can confirm the issue and respond to Client's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Client's notice. Tyler will work with Client as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in Client's notice. Client may withhold payment of the amount(s) actually in dispute, and only those amounts, until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of Client's failure to complete the items agreed to be done by Client, then Client will remit full payment of the invoice. Tyler reserves the right to suspend delivery of all services, including maintenance and support services, if Client fails to pay an invoice not disputed as described above within fifteen (15) days of notice of Tyler's intent to do so.

#### **SECTION G – RESERVED**

#### **SECTION H – WARRANTY DISCLAIMER; LIMITATION OF LIABILITY**

1. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
2. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO CLIENT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS 6.1.2 AND 6.2.**

- 3. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## **SECTION I – GENERAL TERMS AND CONDITIONS**

- 1. Additional Products and Services.** Client may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at Tyler’s then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, Client may purchase additional products and services at Tyler’s then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
- 2. Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
- 3. No Intended Third Party Beneficiaries.** This Agreement is intended solely for the benefit of Tyler and the Client. No third party will be deemed a beneficiary of this Agreement, and, except as provided herein, no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms or the rights of school districts that are using the Tyler Software through the Maricopa County Educational Services Agency as permitted under this Agreement.
- 4. Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement. The parties acknowledge that the Client is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by the Client requesting records described as confidential, which the Client determines must be disclosed, the Client will notify Tyler and otherwise perform the functions required by such laws.

5. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

**Exhibit A  
Vendor Information**

COMPANY NAME:	Tyler Technologies, Inc.
DOING BUSINESS AS (dba):	Tyler Technologies, Inc.
MAILING ADDRESS:	5101 Tennyson Parkway, Plano, TX 75024
REMIT TO ADDRESS:	P.O. Box 203556, Dallas, TX 75320
TELEPHONE NUMBER:	888.654.3293
FAX NUMBER:	866.673.3274
WWW ADDRESS:	tylertech.com
REPRESENTATIVE NAME:	Cassandra Knight
REPRESENTATIVE TELEPHONE NUMBER:	888.654.3293 Ext. 777556
REPRESENTATIVE EMAIL ADDRESS	<a href="mailto:cassandra.knight@tylertech.com">cassandra.knight@tylertech.com</a>

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: [up to \$5,000]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Payment Terms: Please see Exhibit C.

**Exhibit B**  
**Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by Tyler to Client under the Agreement. This Investment Summary is effective as of the Effective Date.

*Tyler sales quotation to be inserted prior to Agreement execution.*

## Exhibit C Invoicing and Payment Policy

Tyler will provide Client with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** Tyler will invoice Client for the applicable license and services fees in the Investment Summary as set forth below. Client's rights to dispute any invoice are set forth in the Agreement.

### 1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when Tyler provides Client with access to the applicable Tyler Software (the "Software Access Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Software Access Date.

*Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Client's fees for the first year of the initial term are shown in the Investment Summary and fees from year 2 on shall be subject to increases of no more than five percent (5%) year over year for the remainder of the five-year term for each applicable member school district. Year 1 of the Agreement is not subject to any increase over the previous year's billing for each member school district shown in the Investment Summary.

*SaaS & Subscription Fees:* SaaS (including hosting) fees and subscription fees are invoiced on an annual basis, beginning on the first day of the month immediately following the Effective Date. Client's annual SaaS fees and subscription fees for the first year of the initial term, if any, are shown in the Investment Summary and fees from year 2 on shall be subject to increases of no more than five percent (5%) year over year for the remainder of the five-year term for each applicable member school district. Client's annual SaaS fees and subscription fees (if any) for Year 1 of the Agreement are not subject to any increase over the previous year's billing for each member school district shown in the Investment Summary.

### 2. Other Tyler Software and Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Business Process Consulting Services:* If Client has purchased any Business Process Consulting services, if they have been quoted as fixed-fee services in the Investment Summary, they will be invoiced 50% upon delivery of the best practice recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If Client has purchased any Business Process Consulting services and they are quoted as an estimate, then Tyler will bill Client the actual services delivered on a time and materials basis.

2.3 *Conversions*: Fixed-fee conversions, if applicable and in the Investment Summary, are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will bill Client the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software, if applicable and in the Investment Summary, are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. Client must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. Client may still report Defects to Tyler as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services, if any, in the Investment Summary are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 *Annual Services*: Unless otherwise indicated in this Exhibit C, fees for annual services are due annually, in advance, commencing on the availability of the service. Client's annual fees for the first year of the initial term, if any, are shown in the Investment Summary and fees for such annual services from year 2 on shall be subject to increases of no more than five percent (5%) year over year for the remainder of the five-year term for each applicable member school district. Annual services fees for Year 1 of the Agreement are not subject to any increase over the previous year's billing for each member school district shown in the Investment Summary.

3. Third Party Products and Hardware. The parties agree and understand that no Third-Party Products or Third-Party Hardware is involved in the modules contemplated by this Agreement as of the Effective Date. If third-party products or hardware are added to the Agreement after the Effective Date, the following provisions apply.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when Tyler makes it available to Client for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software, if any, is set forth in the Investment Summary and is invoiced when Tyler makes it available to Client for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, from year 2 on shall be subject to increases of no more than five percent (5%) year over year for the remainder of the five-year term for each applicable member school district. Third-party software maintenance fees for Year 1 of the Agreement, if any, are not subject to any increase over the previous year's billing for each member school district shown in the Investment Summary.



3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is set forth in the Investment Summary and is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, and fees from year 2 on shall be subject to increases of no more than five percent (5%) year over year for the remainder of the five-year term for each applicable member school district. Hardware maintenance fees for Year 1 of the Agreement, if any, are not subject to any increase over the previous year's billing for each member school district shown in the Investment Summary.

3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. We will not travel to Client's location without coordinating that travel schedule with Client. Expenses for Tyler delivered services will be billed as incurred and only in accordance with Tyler's then-current Business Travel Policy; provided, however, that we will not bill more expenses for travel than would be incurred under the County's travel policy as provided to Tyler on July 25, 2024. Copies of receipts will be provided upon request; Tyler reserves the right to charge Client an administrative fee depending on the extent of Client's requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Tyler prefers to receive payments electronically. Tyler's electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).

**Exhibit C**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration.

Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

**Exhibit D**  
**Maintenance and Support Agreement**

Tyler will provide Client with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. Tyler provides maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for five (5) years.
2. Maintenance and Support Fees. Client's year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and Client's payment obligations are set forth in the Invoicing and Payment Policy. Tyler reserves the right to suspend maintenance and support services if Client fails to pay undisputed maintenance and support fees within thirty (30) days of Tyler's written notice. Tyler will reinstate maintenance and support services only if Client pays all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as Client is not using the Tyler Help Desk as a substitute for Tyler training services on the Tyler Software, and Client timely pays Client's maintenance and support fees, Tyler will, consistent with Tyler's then-current Support Call Process:
  - 3.1 perform Tyler maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if Client modifies the Tyler Software without Tyler's consent, Tyler's obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during Tyler established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide Client with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that Tyler makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with Tyler's then-current release life cycle policy.
4. Client Responsibilities. Tyler will use all reasonable efforts to perform any maintenance and support services remotely. Currently, Tyler uses a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, Client agrees to maintain a high-speed internet connection capable of connecting Tyler to Client's PCs and server(s). Client agrees to provide Tyler with a login account and local administrative privileges as Tyler may reasonably require to perform remote services. Tyler will, at Tyler's option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If Tyler cannot resolve a support issue remotely, Tyler may be required to provide onsite services. In such event, Tyler will be responsible for Tyler's travel expenses, unless it is determined that the reason onsite

support was required was a reason outside Tyler's control. Either way, Client agrees to provide Tyler with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for Tyler to provide the maintenance and support services, all at no charge to Tyler. Tyler strongly recommends that Client also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If Client is a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of Client's peripheral systems or other software is the cause of the issue, Tyler will notify Client so that Client may contact the support agency for that peripheral system. Tyler cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for Tyler to provide the highest level of software support, Client bears the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by Client;
  - (b) Client will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) Client will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless Client is a hosted customer; (f) support outside Tyler normal business hours as listed in Tyler's then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to Client on a time and materials basis at Tyler's then current rates. Client must request those services with at least one (1) week's advance notice.
  7. Current Support Call Process. Tyler's current Support Call Process for the Tyler Software is attached to this Exhibit D at Schedule 1.

# Exhibit D

## Schedule 1

### Support Call Process

#### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

#### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search – a knowledge based search engine that lets clients search multiple sources simultaneously to find the answers clients need, 24x7.
- (3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

#### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, Tyler will provide Client with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, Tyler will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist Client’s IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### *Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.



Priority Level	Characteristics of Support Incident	Resolution Targets*
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*\*Response and Resolution Targets may differ by product or business need*

*Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, Client may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with Client and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

*Remote Support Tool*

Some support calls may require further analysis of the Client’s database, processes, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler’s support team must have the ability to quickly connect to the Client’s system and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – IV-I-4**

**Agenda Item**

**Approval of AZAC Agreement**

For Board:  Action       Discussion       Information

**Background –**

***Please note that a renewal was previously approved by the Board in September. This Item presents an amended Intergovernmental Agreement (IGA) which includes four additional districts who have joined the Arizona Assessment Collaborative, as well as updated language approved by legal counsel.***

The Arizona Assessment Collaborative (AzAC) is comprised of a group of school districts who work together in the area of assessment to accomplish collaboratively what none of them can do alone. The group was founded in 1997 with Osborn being one of the original members that now includes sixteen other districts. The districts in the Collaborative have shared goals, including collaborating in the areas of assessment and professional development to provide quality, cost-effective assessment programs and professional development opportunities to help districts make informed decisions about improving classroom instruction and providing high-quality education to all students; and providing services to the districts to improve the effectiveness of assessments, conserve resources, and reduce procurement costs. Osborn’s participation in the Collaborative is reviewed annually.

**Legal**

**Financial**

Membership fees of \$1,014.00 out of M&O

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

It is recommended that the Governing Board approve the renewal of participation in the updated Arizona Assessment Collaborative Intergovernmental Agreement for 2024/2025.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

# ARIZONA ASSESSMENT COLLABORATIVE INTERGOVERNMENTAL AGREEMENT

**2024 - 2025**

This Arizona Assessment Collaborative Intergovernmental Agreement (this “Agreement”) is entered by and among the following school districts (each individually, a “Party,” and together, the “Parties”) and forms the Arizona Assessment Collaborative (“AzAC”):

1. Alhambra Elementary School District No. 68
2. Avondale Elementary School District No. 44
3. Buckeye Elementary School District No. 33
4. Cartwright Elementary School District No. 83
5. Creighton Elementary School District No. 14
6. Dysart Unified School District No. 89
7. Fowler Elementary School District No. 45
8. Glendale Elementary School District No. 40
9. Isaac Elementary School District No. 5
10. Laveen Elementary School District No. 59
11. Liberty Elementary School District No. 25
12. Litchfield Elementary School District No. 79
13. Littleton Elementary School District No. 65
14. Madison Elementary School District No. 38
15. Osborn Elementary School District No. 8
16. Pendergast Elementary School District No. 92
17. Phoenix Elementary School District No. 1
18. Roosevelt Elementary School District No. 66
19. Saddle Mountain Elementary School District No. 90
20. Wilson Elementary School District No. 7

## **RECITALS**

A. Before the AzAC was the Western Maricopa Collaborative, formed in the fall of 1997, comprised of twelve school districts in western and central Phoenix.

B. Arizona Revised Statutes (“A.R.S.”) §§ 11-952, 15-342, and 15-213, and Arizona Administrative Code (“A.A.C.”) R7-2-1191 authorize the Parties to contract for services or jointly exercise their common powers.

C. The AzAC is a group of school districts that wish to jointly exercise their respective powers to accomplish collaboratively what none can do alone.

D. The Parties have shared goals, including (1) collaborating in the areas of assessment and professional development to provide quality, cost-effective assessment programs and professional development opportunities to help the Parties make informed decisions about improving classroom instruction and providing high-quality education to all students, and (2) providing services to the

Parties to improve the effectiveness of assessments, conserve resources, and reduce procurement costs.

E. This Agreement will serve both goals and is entered pursuant to A.R.S. §§ 11-952, 15-342, and 15-213, and A.A.C. R7-2-1191.

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, of the mutual promises in this Agreement, and of the mutual benefits to result therefrom, the Parties agree as follows:

### **AGREEMENT**

1. **Purpose.** The Parties are committed to providing quality, cost-effective assessment programs and professional development opportunities that allow each Party to make informed decisions to improve instruction in their classrooms. These programs and opportunities are imperative to providing high-quality education to all students. This Agreement provides joint and cooperative services to the Parties, including but not limited to:
  - a. Development of high-quality, technically sound assessments based on the Arizona Academic Standards.
  - b. Production of test materials and score reports.
  - c. Provision of data analysis, including the generation and use of assessment results to monitor the curriculum to improve teaching and learning.
  - d. Implementation of professional development.
  - e. Procurement of materials, supplies, equipment, consulting, and contracted services.
  - f. Establishment of program budget to facilitate AzAC activities.
  - g. Employment of temporary or part-time personnel.
  
2. **Governance.** The AzAC shall have a governing body called the AzAC Executive Board (the "Board").
  - a. The Board will consist of the Parties' designated representative(s), with each Party being entitled to one vote. The Board shall decide issues and take action by a majority vote. Other educational and governmental agencies may attend meetings but will have no voting rights.
  - b. The Board will select a chairperson responsible for establishing meetings, schedules, agendas, and necessary record-keeping.
  - c. Under the auspices of this Agreement, the Board shall approve all programs and activities prior to implementation and shall approve all expenditures incurred for all contracted services to accomplish the goals established by the Board. The Board shall exercise all decision-making powers regarding the implementation of this Agreement.

d. The Board will adopt a revenue budget and a fee schedule.

3. Remedies.

a. The exercise of any rights or remedies by the Fiscal Agent (defined below) shall be at the election of the Fiscal Agent and be the exclusive obligation of the Fiscal Agent.

b. As required by A.A.C. R7-2-1192(2), the exercise of any rights or remedies by a Party under this Agreement shall be the exclusive obligation of such Party.

c. As required by A.A.C. R7-2-1192(4), a Party's failure to secure performance from a vendor per the terms and conditions of its purchase order does not necessarily require any other Party to exercise its own rights or remedies.

4. Duration. This Agreement commences on July 1, 2024, and terminates on June 30, 2025. The Parties' commitments and obligations are in effect for the entire duration of this Agreement.

5. Termination. If a Party terminates its participation in the AzAC, this Agreement shall terminate for that Party only. Any Party may terminate this Agreement by giving 60 days' written notice to Madison and paying all amounts the terminating Party owes under this Agreement. If a Party fails to comply with the terms of this Agreement, the remaining Parties may, upon their mutual written consent, expel the noncompliant Party, provided such remaining Parties are in compliance with this Agreement and all payment terms hereunder may.

6. Finance and Budget of AzAC.

a. Fiscal Agent. Madison Elementary School District No. 38 ("Madison" or "Fiscal Agent") shall be the fiscal agent for the AzAC and assume the responsibility of procuring services and goods for the AzAC in accordance with the School District Procurement Code (A.A.C. R7-2-1001, *et seq.*).

i. Madison's governing board shall, in its sole discretion and determination, employ the personnel needed to provide the services and activities necessary to effectuate the purposes of this Agreement, the costs of which will be equally divided amongst the Parties and paid to the Fiscal Agent as reimbursement.

ii. The Parties agree to equally divide the cost of and annually reimburse Madison for the administrative and other working costs Madison incurs to make purchases, obtain legal advice, and manage AzAC projects ("Administrative Fees"). Madison shall provide a written invoice outlining each Party's respective share of the Administrative Fees, and each Party shall pay such amounts no later than June 30 each year.

iii. Madison agrees to be responsible for all accounting, audit, and contracted services required by this Agreement, including the following duties and responsibilities:

1. Establishment of the Operational Fund to equal a \$500 base membership fee plus \$00.20 per student based on Average Daily Membership, per previous year 100th day ADM in grades K – 8 for each Party.
  2. Preparation and distribution of normal and customary financial reports and provide copies of the same to the Board.
  3. Control of all accounting functions and activities, including maintenance of records, revenue, and disbursements.
  4. Administration of all bidding and purchasing of supplies and equipment in conformity with all applicable statutes and regulations governing such activities.
  5. Reimbursement of personnel expense for performance of AzAC services in accordance with the Party's hourly rate of pay for the employee performing the service.
- b. Operational Fund. The Parties shall contribute funds to an operational fund in the amounts set forth in **Appendix D**, a copy of which shall always be available to the office of the Fiscal Agent (the "Operational Fund"). Such amounts are determined annually by the Board and administered by the Fiscal Agent.
- c. Payment. Madison will pay for services and bill each Party the amounts set forth in **Appendix D**. Such amounts shall be paid to Madison within 30 days of receipt of the invoice.
- d. Payments for Goods and Services. Madison will make timely payments for procured goods and services received in accordance with the terms and conditions of such procurements.
- e. Reimbursements.
- i. Fiscal Agent. The Parties authorize Madison to retain 3.5% of the total yearly Operational Fund (dues collected for that fiscal year) as reimbursement for serving as the AzAC Fiscal Agent.
  - ii. Employee Participation. AzAC will reimburse Parties for their employees' participation in AzAC projects as set forth in the AzAC Reimbursement Process attached hereto as **Appendix F**.
- f. Cash Balances. Yearly disposition of cash balance shall be calculated as follows:
- i. Cash balance may be expended in a manner consistent with the purpose of this Agreement upon approval of the Board.
  - ii. Parties shall receive their pro rata share of the remaining cash or be credited that amount for the next fiscal year, after all encumbrances and obligations have been paid, using the same percentage of the total revenue that each Party contributed. Upon approval of the Board, the remaining cash balance may also be carried forward to the next fiscal year.

- g. Fulfillment of Financial Obligations. A major advantage of AzAC membership is the reduction of costs for the group's projects and professional development events. Each Party pays for its costs directly to the vendor. The cost of the product or service for the Parties depends on each Party meeting its financial obligations in a timely manner. Each Party's financial obligations include:
- i. Periodic in-kind sharing of costs for participating in voluntary professional development activities.
  - ii. Sharing the cost of AzAC projects. A single Party's share of such costs shall not exceed the amount the Party contributes to the AzAC Operational Fund.
  - iii. Fulfilling financial obligations in a timely manner.
7. Dissolution of the AzAC. The AzAC may be dissolved at any time by a majority vote of the Board. Dissolution shall have the effect of terminating this Agreement for all Parties. Dissolution shall not be effective until all existing financial obligations are satisfied. If the Board votes to dissolve the AzAC, all real and personal property (e.g., intellectual property) shall be promptly sold according to the procedures set forth in the School District Procurement Rules, and any funds remaining after all financial obligations are satisfied shall be returned to the Parties in proportion to each Party's financial contribution during the fiscal year in which dissolution occurs.
8. Withdrawal from the AzAC. A Party may withdraw from the AzAC and cease to be a party to this Agreement at the end of any fiscal year, provided that the Party provides written notice thereof to Madison at least 60 days' prior to the end of the then-current fiscal year. A Party that withdraws from the AzAC is not entitled to a return of any funds it has contributed, except that if a cash balance remains at the end of the fiscal year in which the Party withdrew and that balance is disbursed to the Parties, the withdrawn Party shall receive its pro rata share of such disbursement.
9. AzAC Assessments and Access to Assessments.
- a. Since the fall of 2000, the AzAC has developed several assessments. The Parties shall have access to AzAC products, including test booklets, teacher test administration manuals in English and Spanish, answer sheets, and AzAC Item Banks, which are accessible through AzAC-designated cloud-based storage. A list of assessments is available to each Party.
  - b. **Access to AzAC Products.** The AzAC has focused its assessment development work in the areas of reading, mathematics, writing, science, and English language acquisition. Each Party agrees to use the assessment materials according to the assessment purposes and testing conditions for which the tests were designed. Each Party agrees to contribute its assessment results to AzAC's database. Development contributions have included one or more of the following:
    - i. The involvement of teachers and district curriculum consultants in the assessment development process (basic requirement).
    - ii. The cost of developing score reports and other testing materials.

- iii. The production of camera-ready tests for printing booklets.
  - c. **Use of the Assessments and Materials.** The AzAC designed the assessments and administration materials to be used for the summative, formative, and diagnostic purposes indicated. They should be used for these purposes and administered under the testing conditions for which they were designed. The AzAC intends to continue creating new assessments in the future and reserves the right to provide those assessments to the Parties. The Parties shall also have access to general assessment support resources and other similar written materials.
  - d. **Test Security.** The same test security procedures used for the State assessments will be observed. Any test security violations should be reported promptly in writing to Madison.
  - e. **AzAC Database.** To help develop assessment achievement benchmarks, the AzAC has developed a database of test results from Parties that administer the assessments (“data pool”). The data are analyzed, and results are reported in an aggregate de-identified format. The Parties shall have access to the anonymized data in the data pool.
10. Data Privacy and Security. The Parties agree to ensure the adequate physical security, network/machine security, and application security of any Personally Identifiable Information provided or maintained under this Agreement. To effectuate these provisions, each Party agrees to limit access to the data provided under this Agreement only to those authorized persons who have a legitimate interest in the data and maintain all data received pursuant to this Agreement securely, separate from all other data files, and not copy, reproduce, or transmit any such data. The Parties shall list such authorized persons on the Data Custodians sheet attached hereto as **Appendix C.**
- a. Requests for Student-Identifiable Information. The Parties may submit for Board approval a request for student-identifiable information using the Criteria for Data Sharing form attached hereto as **Appendix B.**
11. Assignments. No part of this Agreement may be assigned to any agency not a party to this Agreement without the written consent of all the Parties.
12. Entire Agreement. This Agreement contains the Parties’ entire understanding. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the Parties. This Agreement may be signed individually by each Party in separate counterparts and such signatures shall be construed to include the entire Agreement among and between the Parties.
13. Severability. The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder shall remain in full force and effect and shall be binding on the Parties.
14. Conflict of Interest Cancellation. Per A.R.S. § 38-511, the Parties acknowledge and agree that any Party may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of any Party is, at any time while this Agreement or any



extension of this Agreement is in effect, an employee or agent of any other Party in any capacity or a consultant to any other Party with respect to the subject matter of this Agreement.

15. Governing Law. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.
16. Resolution. If there is a dispute, which is the subject of mandatory arbitration provisions of A.R.S. § 12-133, the Parties shall submit the matter to binding arbitration in compliance with A.R.S. § 12-1518.
17. Conflict Waiver. The Parties acknowledge they are aware that the same attorney may be chosen as the attorney for other Parties. The signing Party acknowledges that it is aware of a potential conflict of interest, which may arise by virtue of these attorneys' representation of other Parties and waives such potential conflict. The Parties employing the same attorney or firm understand and agree that should an actual conflict arise out of the terms of this Agreement, the attorney and firm shall be unable to represent either Party in the dispute.
18. E-Verify, Records, and Audits. To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). The Parties each retain the legal right to randomly inspect the papers and records of the other Parties and the other Parties' subcontractors who work under this Agreement to ensure that the other Parties and their subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Parties. Each Party and its respective subcontractors shall cooperate with the other Parties' random inspections, including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
19. No Boycott of Israel. By entering into this Agreement, the Parties certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in A.R.S. § 35-393.
20. Indemnification. Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
21. Notices. All notices under this Agreement shall be in writing and shall be sent to the Parties' designated representatives at the addresses set forth in **Appendix A** attached hereto and shall be deemed to have been duly given on the date of service if sent by facsimile (provided a hard copy is sent in one of the manners specified herein), or on the day following service if sent by

overnight courier service with next day delivery and with written confirmation of delivery, or five days after mailing if sent by first class, registered or certified mail, return receipt requested.

22. Workers' Compensation. An employee of either Party shall be deemed an "employee" of each Party while performing under this Agreement solely for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each Party shall post a notice pursuant to A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona, to be employees of both public agencies for the purposes of workers' compensation."

23. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, each Party warrants and certifies that it does not currently, and agrees that it will not use for the duration of this Agreement, the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

(SIGNATURE PAGES FOLLOW)

**SIGNATURE PAGE**

---

**Alhambra Elementary School District No. 68**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Alhambra Elementary School District No. 68.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date

**SIGNATURE PAGE**

---

**Avondale Elementary School District No. 44**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Avondale Elementary School District No. 44.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date

**SIGNATURE PAGE**

---

**Buckeye Elementary School District No. 33**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Buckeye Elementary School District No. 33.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date

**SIGNATURE PAGE**

---

**Cartwright Elementary School District No. 83**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Cartwright Elementary School District No. 83.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date

**SIGNATURE PAGE**

---

**Creighton Elementary School District No. 14**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Creighton Elementary School District No. 14.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date

**SIGNATURE PAGE**

---

**Dysart Unified School District No. 89**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Dysart Unified School District No. 89.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date



**SIGNATURE PAGE**

---

**Fowler Elementary School District No. 45**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Fowler Elementary School District No. 45.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date

**SIGNATURE PAGE**

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**Glendale Elementary School District No. 40**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Glendale Elementary School District No. 40.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date

**SIGNATURE PAGE**

---

**Isaac Elementary School District No. 5**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Isaac Elementary School District No. 5.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date

**SIGNATURE PAGE**

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**Laveen Elementary School District No. 59**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Laveen Elementary School District No. 59.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date

**SIGNATURE PAGE**

---

**Liberty Elementary School District No. 25**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Liberty Elementary School District No. 25.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date

**SIGNATURE PAGE**

---

**Litchfield Elementary School District No. 79**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Litchfield Elementary School District No. 79.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date

**SIGNATURE PAGE**

---

**Littleton Elementary School District No. 65**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Litchfield Elementary School District No. 79.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date

**SIGNATURE PAGE**

---

**Madison Elementary School District No. 38**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Madison Elementary School District No. 38.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date



**SIGNATURE PAGE**

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**Osborn Elementary School District No. 8**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Osborn Elementary School District No. 8.

  
\_\_\_\_\_  
Attorney for the School District

12-4-24  
\_\_\_\_\_  
Date

**SIGNATURE PAGE**

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**Pendergast Elementary School District No. 92**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Pendergast Elementary School District No. 92.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date

**SIGNATURE PAGE**

---

**Phoenix Elementary School District No. 1**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Phoenix Elementary School District No. 1.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date

**SIGNATURE PAGE**

---

**Roosevelt Elementary School District No. 66**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Roosevelt Elementary School District No. 66.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date

**SIGNATURE PAGE**

---

**Saddle Mountain Elementary School District No. 90**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Saddle Mountain Elementary School District No. 90.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date

**SIGNATURE PAGE**

---

**Wilson Elementary School District No. 7**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AzAC leverages social media platforms, such as Facebook and Twitter, as outlined in **Appendix E**, to publish its accomplishments and the strategies it employs. Parties must choose whether to have their specific districts or students mentioned in such publications by selecting from the following:

- YES, the above-named school district DOES grant AzAC permission to use its name in AzAC publications on social media or otherwise.
  
- NO, the above-named school district DOES NOT grant AzAC permission to use its name in AzAC publications on social media or otherwise.

**INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO A.R.S. § 11-952**

The foregoing Agreement is in proper form and within the powers and authority granted to Wilson Elementary School District No. 7.

\_\_\_\_\_  
Attorney for the School District

\_\_\_\_\_  
Date

**APPENDIX A**

**AzAC School Districts  
2024 - 2025**

**Alhambra Elementary School District No. 68**

4510 N. 37th Ave.  
Phoenix, AZ 85019  
Attn: Laura Defibaugh

**Avondale Elementary School District No. 44**

295 W. Western Avenue  
Avondale, AZ 85323  
Attn: Michele Anderson

**Buckeye Elementary School District No. 33**

25555 W. Durango Street  
Buckeye, AZ 85326-9176  
Attn: Ana Gutierrez

**Cartwright Elementary School District No. 83**

5220 W. Indian School Road  
Phoenix, AZ 85031  
Attn: Adrienne Razo

**Creighton Elementary School District No. 14**

2702 E. Flower Street  
Phoenix, AZ 85016  
Attn: Tyson Myers

**Dysart Unified School District No. 89**

[15802 North Parkview Place  
Surprise, AZ 85374  
Attn: Erin Morris/Ashley Longoria

**Fowler Elementary School District No. 45**

1617 S 67 th Avenue  
Phoenix, AZ 85043  
Attn: Michelle Berg/Andrea Dale

**Glendale Elementary School District No. 40**

7301 N 58 th Avenue  
Glendale, AZ 85301  
Attn: David Jordan

**Isaac Elementary School District No. 5**

3348 W McDowell Rd.

Phoenix, AZ 85009

Attn: Denis Lawton

**Laveen Elementary School District No. 59**

5001 W. Dobbins Rd.

Laveen, AZ 85339

Attn: Catherine Crary

**Liberty Elementary School District No. 25**

19818 W. US Highway 85, Bldg L

Buckeye, AZ 85326

Attn: Natasha Camp/Catrina Jacobs

**Litchfield Elementary School District No. 79**

272 E. Sagebush Street

Litchfield Park, AZ 85340

Attn: Brian Owin/Jennifer Benjamin/ Alison Wood

**Littleton Elementary School District No. 65**

1600 S. 107 th Avenue

Avondale, AZ 85323

Attn: Bryan Dallessio

**Madison Elementary School District No. 38**

5601 N 16 th Street

Phoenix, AZ 85016

Attn: Jason Piontkowski/Hannah Milne

**Osborn Elementary School District No. 8**

1226 W. Osborn Road

Phoenix, AZ 85013

Attn: Cathay-Ann Gentry/ Melissa Robinson

**Pendergast Elementary School District No. 92**

3802 N 91 st Avenue

Phoenix, AZ 85037

Attn: Amy Christopher/Andrew Wallen

**Phoenix Elementary School District No. 1**

1817 N. 7 th St.

Phoenix, AZ 85006

Attn: Brant Lloyd/Marylou Gonzales



**Roosevelt Elementary School District No. 66**

6000 S. 7th Street

Phoenix, AZ 85042

Attn: Inna Kilchen/Sabrina Hernandez

**Saddle Mountain Elementary School District No. 90**

38201 W. Indian School Road

Tonopah, AZ 85354

Attn: Kevin Kilborn

**Wilson Elementary School District No. 7**

3025 E Fillmore Street

Phoenix, AZ 85008

Attn: Cindy Campton

**APPENDIX B**

**Criteria for Data Sharing**

**Requesting Party:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Requested Data Sets:** Please list or describe in detail the data sets containing student-identifiable information being requested, followed by a description of the elemental data items necessary to conduct the proposed study.

Data Set: \_\_\_\_\_

Data Elements	Description

Data Set: \_\_\_\_\_

Data Elements	Description

(Attach additional sheets and descriptions as necessary)

**Data Processing:** Please describe below the types of data processing activities that will be performed with regard to the requested student-identifiable information.

**Reporting:** Please describe how information from this study will be reported, utilized, or otherwise disseminated.

**Disposition of Student-Identifiable Information:** At the completion of the proposed project or at the date that this agreement is terminated, please describe the process and conditions under which the student-identifiable information will be either returned or destroyed.

**Data Confidentiality:** Please describe the procedures, methods, locations, and/or safeguards that will be employed to prevent the unauthorized disclosure of student-identifiable information.

**APPENDIX C**

**Data Custodians**

List below all persons (custodians) who will have access to, utilize, or otherwise interact with the requested student-identifiable information. Each custodian must provide a signature testifying that they have read and understand all terms and conditions specified under this Agreement and warrant their acceptance of all stipulations.

<b>Name</b>	<b>Title/Agency</b>	<b>Signature</b>
1.		
2.		
3.		
4.		
5.		
6.		

APPENDIX D

**AzAC Contributions by School District**

**2024 - 2025**

<b>School District</b>	<b>Contribution *</b>
1. Alhambra Elementary School District No. 68	
2. Avondale Elementary School District No. 44	
3. Buckeye Elementary School District No. 33	
4. Cartwright Elementary School District No. 83	
5. Creighton Elementary School District No. 14	
6. Dysart Unified School District No. 89	
7. Fowler Elementary School District No. 45	
8. Glendale Elementary School District No. 40	
9. Isaac Elementary School District No. 5	
10. Laveen Elementary School District No. 59	
11. Liberty Elementary School District No. 25	
12. Litchfield Elementary School District No. 79	
13. Littleton Elementary School District No. 65	
14. Madison Elementary School District No. 38	
15. Osborn Elementary School District No. 8	
16. Pendergast Elementary School District No. 92	
17. Phoenix Elementary School District No. 1	
18. Roosevelt Elementary School District No. 66	
19. Saddle Mountain Elementary School District No. 90	
20. Wilson Elementary School District No. 7	

\* Based on 100<sup>th</sup> Day Counts Determined in April or May of Each Year.

## **APPENDIX E**

### **AzAC Social Media Policy and Guidelines**

This policy governs the publication of and commentary on social media by members of the Arizona Assessment Collaborative (“AzAC”). For the purposes of this policy, social media means any facility for online publication and commentary, including, without limitation, blogs, wikis, and social networking sites such as Facebook, LinkedIn, Twitter, Flickr, and YouTube. This policy is in addition to and complements any existing or future policies regarding the use of technology, computers, e-mail, and the internet. AzAC members are not allowed to publish or comment via social media in any way that suggests they are doing so in connection with AzAC. AzAC members who serve as Social Media Committee Members are free to publish or comment via social media in accordance with this policy. Such members are subject to this policy to the extent they identify themselves as an AzAC member and use (other than as an incidental mention of place of employment in a personal social media on topics unrelated to AzAC). Before engaging in work related social media, employees must obtain the permission of the Social Media Committee Coordinator. Publication and commentary on social media carry similar obligations to any other kind of publication or commentary.

#### **Social Media Coordinator Roles and Responsibilities**

- Collaborate with AzAC Board to conduct social media activities.
- Serve as the primary facilitator of the AzAC social media committee.
- Establish, revise, and utilize current AzAC social media post submittal procedures.
- Inventory social media posting proposals and approve postings.
- Ensure postings are approved by the Social Media Coordinator and one other Social Media Committee Member.
- Work with AzAC members to create and maintain a social media presence that will effectively leverage the AzAC’s collaborative resources.

#### **Social Media Committee Members**

- The AzAC Social Media Committee will consist of elected AzAC Board Members.
- AzAC Social Media Committee Members will assist the Social Media Coordinator in the execution of the Social Media Coordinator’s roles and responsibilities.
- AzAC Social Media Committee Members will utilize district member resources to perform duties.
- AzAC Social Media Committee members will obtain prior AzAC Board approval for any and all reimbursable expenditures related to the execution of AzAC Social Media Committee duties.

#### **Social Media Post-Creation Procedures**

- AzAC members will submit proposed posting to Social Media Committee Members.
- AzAC members will acquire photo releases when appropriate.
- At a minimum, the Social Media Coordinator and one other Social Media Committee Member will edit, deny, or approve the proposed posting based on AzAC Social Media Guidelines.
- AzAC Social Media postings will only be placed on social media locations approved by the AzAC Board.
- Social media postings will be limited to topics that are directly related to AzAC work (e.g., AZMERIT blueprints and relation to AzAC Testlets blueprints).

## **Guidelines for the Creation of All AzAC Social Media Communications**

AzAC will use social media (Facebook, Twitter, etc.) to advertise its accomplishments and the strategies it employs with its members. AzAC members may choose whether to permit AzAC to include them in AzAC publications by selecting from the options on each member's signature page in the IGA. AzAC postings will be limited to content that does one or more of the following:

- Communicate the mission of AzAC and membership benefits.
- Communicate progress and purpose of AzAC projects and accomplishments.
- Communicate AzAC research findings.
- Recognize member participation in AzAC projects.
- Recognize AzAC membership.
- Recognize recent informational publications that are directly related to AzAC projects.
- Recognize recent informational publications of education-affiliated organizations directly related to AzAC projects.

## **Setting up Social Media**

Social media identities, logon IDs, and usernames must not use the AzAC name without prior approval from the Social Media Committee Project Leadership. Official AzAC graphics will be used for all AzAC profiles.

## **Confidential Information**

Confidential information includes things such as unpublished details about AzAC or member software, products of current projects, financial information, confidential research, and trade secrets. AzAC members will not be cited or obviously referenced in social media platforms without opting into AzAC social media policies. AzAC social media postings will not identify a member, member, or project member by name without permission and never discuss confidential details of AzAC products or member information. It is acceptable to discuss general details about the kinds of projects so long as the information provided does not violate any non-disclosure agreements that may be in place with the members.

## **Privacy Protection**

Privacy settings on social media platforms will be set to allow anyone to see profile information similar to what would be on the AzAC website. Other privacy settings that might allow others to post information or see information that is personal will be set to limit access.

## **Copyright Laws**

It is critical that AzAC social media postings show proper respect for the laws governing copyright and fair use or fair dealing of copyrighted material owned by others, including AzAC's own copyrights and brands. Posts should never quote more than short excerpts of someone else's work, and must always attribute such work to the original author/source. It is good general practice to link to others' work rather than reproduce it. When posting, the AzAC Social Media Committee will respect the copyright and intellectual property rights of others, site proper credit for their work, and be sure to acquire the right to use something with attribution before publishing.

## **AzAC Posting Errors**

If AzAC postings are made in error, AzAC will correct the mistake quickly. If AzAC chooses to modify an earlier post, revisions will be clearly noted. If someone accuses AzAC of posting something improper (such as their copyrighted material or a defamatory comment about them), AzAC will

resolve the matter quickly by removing the information quickly to decrease the possibility of legal action.

**Equal Opportunities Policy**

AzAC does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients.



## **APPENDIX F**

### **AzAC Reimbursement Process**

AzAC will reimburse Districts for employee participation in the [AZAC PROJECT TITLE] during [TIME PERIOD].

#### Steps to receive reimbursement:

1. Generate PARs for the following employees who participated in the project. Employees will be paid by their District, and their District will be reimbursed by AzAC.
  - a. [Employees' Names]
2. Email MESD at [jpiontkowski@madisoned.org](mailto:jpiontkowski@madisoned.org) with the subject line "AzAC Reimbursement" and include in the body of the email the number of District participants and the total amount paid to all employees.
3. MESD will create a Purchase Order with the respective amount due to the District. The purchase order will be emailed to the District's AzAC representative.
4. Use the Purchase Order to create an invoice and email the invoice to MESD at [jpiontkowski@madisoned.org](mailto:jpiontkowski@madisoned.org) with the subject line "AzAC Invoice."
5. Payment will be sent after the invoice is received.

As stated in the Arizona Assessment Collaborative Intergovernmental Agreement [AGREEMENT YEAR], and in accordance with A.R.S. § 11-952, Madison Elementary School District shall serve as fiscal agent to AzAC.

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – IV-J-1**

**Agenda Item**

**Approval of out of state travel for Cory Alexander to attend the School Nutrition Association’s (SNA) 2025 [Legislative Action Conference](#) (LAC25), March 8-11, 2025, in Washington, D.C.**

For Board:  Action  Discussion  Information

**Background –**

LAC25 offers a unique opportunity to engage with the democratic process, learn about pressing legislative issues in school nutrition and advocate directly with representatives on Capitol Hill. The conference theme, *"Together Starts with You,"* emphasizes that change begins with individual voices coming together to make a collective impact. LAC25 is designed to help each attendee become a catalyst for progress—turning individual efforts into a powerful, unified movement in support of student health and success.

Attending LAC, for the first time, will allow me to gain firsthand insights into current policies and advocacy strategies, which I can bring back to our district to further strengthen our school nutrition program. This investment will help us stay informed and effectively represent the needs and priorities of our students and community.

**Legal**

**Financial**

\$3500.00

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

It is recommended that the board approve travel for [Cory Alexander](#) to attend the Legislative Action Conference in Washington D.C. on March 8-11, 2025.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – IV-J-2**

**Agenda Item**

**Approval of out of state travel for [Cory Alexander](#) to attend the ScratchWorks Gathering in Minneapolis, MN on May 5-8, 2025.**

For Board:  Action       Discussion       Information

**Background –**

ScratchWorks’ 2025 MPLS gathering will bring together 100 school food leaders who are actively transitioning their districts to scratch cooking. The purpose is to share, learn, and connect. This Gathering is a key element of ScratchWorks complemented by shared learning and policy work. The Gathering ensures that members have the opportunity to connect and grow into a community that will serve as a support network.

Key stakeholders in the cook-from-scratch school food movement are invited to attend the Gathering. Invitees range from pioneers in scratch cooking to aspiring operators committed to change. Attendees will leave with the resources, connections, and knowledge they need to create change in their programs. Content sessions will be organized around procurement, recipe development and creating / training a dream team. In addition keynotes will offer insights on policy paired with the opportunity for participants to shape a policy call to action during the Gathering.

**Legal**

**Financial**

N/A - All Expenses Paid

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

It is recommended that the board approve travel for [Cory Alexander](#) to attend the ScratchWorks in Minneapolis, MN on May 5-8, 2025.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – IV-K**

**Agenda Item**

**Update of FY24 Annual Financial Report (Page 4)**

For Board:  Action  Discussion  Information

**Background –**

The FY24 Annual Financial Report was presented and approved at the October 15, 2024 Board meeting. The “Capital Assets as of June 30, 2024” section on page 4 was completed with prior year amounts while awaiting final auditor review. The capital assets reconciliation and corresponding depreciation schedule has now been finalized and included in the audited financial reports. Included is a copy of page 4 reflecting the reconciled asset totals for FY24 (yellow box at bottom of page 4). Since this update has no budgetary or cash implications, ADE has indicated that it is not considered a revision to the original report.

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

Recommend the Governing Board approve the updated page 4 of the FY24 Annual Financial Report as presented.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

UNRESTRICTED CAPITAL OUTLAY (610) FUND—EXPENDITURES

Expenditures		Rentals 6440	Library Books, Textbooks, & Instructional Aids 6641-6643	Short-term Noninstructional Software Subscription 6655	Property 6700	Redemption of Principal 6831, 6832, 6833	Interest 6841, 6842, 6843, 6850	All Other Object Codes (excluding 6900)	Totals			% Increase/ Decrease in Actual
									Budget	Actual	Prior Year Actual	
<b>Unrestricted Capital Outlay Override (1)</b>	1.	\$0	\$298,451	\$174,528	\$99,136	\$54,544	\$0	\$192,136	1,500,000	818,795	1,152,044	-28.9%
<b>Unrestricted Capital Outlay Fund 610 (2)</b>												
1000 Instruction	2.	0	307,232		79,414			0	3,021,755	386,646	849,819	-54.5%
2000 Support Services												
2100, 2200 Students and Instructional Staff	3.	0	480	153,220	11,309			0	875,000	165,009	226,117	-27.0%
2300, 2400, 2500, 2900 Administration	4.	0		43,397	77,215		0	(1)	325,000	120,611	169,300	-28.8%
2600 Operation & Maintenance of Plant	5.	0		13,132	29,774			0	400,000	42,906	98,530	-56.5%
2700 Student Transportation	6.	0		8,711	23,009			(1)	400,000	31,719	4,669	579.4%
3000 Operation of Noninstructional Services	7.	0		0	0			0	100,000	0	0	0.0%
4000 Facilities Acquisition and Construction	8.	0		0	0			244,784	400,000	244,784	47,314	417.4%
5000 Debt Service	9.					59,610	0		0	59,610	0	--
<b>Total Unrestricted Capital Outlay Fund (lines 2-9)</b>	10.	0	307,712	218,460	220,721	59,610	0	244,782	5,521,755	1,051,285	1,395,749	-24.7%

(1) Amounts in the Unrestricted Capital Outlay Override, line 1 above, must also be included in the Unrestricted Capital Outlay Fund (610) individual line items.

(2) Expenditures, if any, in the Unrestricted Capital Outlay Fund on lines 2-9 for the K-3 Reading Program as described in A.R.S. §15-211:

Budget  Actual \$0

OTHER FUNDS—REQUIRED CAPITAL EXPENDITURE DETAIL [A.R.S. §15-904(B)]

Selected Expenditures by Object Code		UNRESTRICTED CAPITAL OUTLAY Fund 610		BOND BUILDING Fund 630		NEW SCHOOL FACILITIES Fund 695		ADJACENT WAYS Fund 620		
		BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	
<b>Total Fund Expenditures</b>	1.	5,521,755	1,051,286	1,500,000	762,982	0	0	0	0	1.
6150 Classified Salaries	2.	0	0	0	0	0	0	0	0	2.
6200 Employee Benefits	3.	0	0	0	0	0	0	0	0	3.
6450 Construction Services	4.	400,000	244,784	750,000	338,956	0	0	0	0	4.
6655 Short-term Noninstructional Software Subscription	5.		218,459		0		0		0	5.
6710 Land and Improvements	6.	0	0	0	0	0	0	0	0	6.
6720 Buildings and Improvements	7.	0	0	0	0	0	0	0	0	7.
673X Furniture and Equipment	8.	1,000,000	134,680	0	0	0	0	0	0	8.
673X Vehicles	9.	400,000	38,881	0	0	0	0	0	0	9.
673X Technology-Related Hardware and Software	10.	1,095,912	47,159	750,000	196,502	0	0	0	0	10.
6831, 6832, 6833 Redemption of Principal	11.	0	59,610	0	0	0	0	0	0	11.
6841, 6842, 6843, 6850, 6860 Interest	12.	0	0	0	102,626	0	0	0	0	12.
<b>Total (lines 2-12)</b>	13.	2,895,912	743,573	1,500,000	638,084	0	0	0	0	13.
<b>Total amounts reported on lines 2 through 12 above for:</b>										
Renovation	14.	400,000	244,784	750,000	338,956			0	0	14.
New Construction	15.	0	0	0	0	0	0	0	0	15.
Other	16.	2,495,912	498,789	750,000	299,128	0	0	0	0	16.
<b>Total (lines 14-16)</b>	17.	2,895,912	743,573	1,500,000	638,084	0	0	0	0	17.

Funds 610, 630, 695, and 620

1. New construction cost per square foot	\$ <input type="text" value="0"/>
2. Land acquisition costs	\$ <input type="text" value="0"/>

CAPITAL ASSETS AS OF JUNE 30, 2024	
Land and Improvements	12,539,112
Buildings and Improvements	86,364,294
Furniture, Equipment, Vehicles, and Technology	4,904,935
Construction in Progress	796,860
<b>Total</b>	<b>104,605,201</b>

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – V**

**Agenda Item**

**Call to the Public**

For Board:     Action             Discussion             Information

**Background –**

We welcome citizen input; however, items brought to the Board’s attention cannot be discussed unless they are listed as an agenda item. Issues will be referred to the superintendent or appropriate administrator for follow through.

*The public will be able to listen to the meeting live through livestream. An Osborn employee will read the Call to the Public comments received via email. Any communication received in Spanish, will be translated and read to the members of the Governing Board in English. The comments in their entirety will be presented to the Governing Board in writing. You may also present a live Call to the Public if you are attending in person or on the YouTube Livestream. An individual wishing to address the Governing Board using technological access must email their message or request to speak live to [lnye@osbornsd.org](mailto:lnye@osbornsd.org) by 12:00pm on December 17, 2024.*

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

For Information Only

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT NO. 8  
December 17, 2024  
Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number –VI**

**Agenda Item  
Board Presentation-**

Superintendent Presentation on Calendars

For Board:     Action             Discussion             Information

**Background –**  
Superintendent presentation on 2-year school calendar construction process.

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

Presentation

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

## Osborn School District 2025-26 School Calendar

July						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
S	M	T	W	TH	F	S
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14	15	16	17	18	19	20
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28	29	30				

October						
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26	27	28	29	30	31	

November						
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30						

December						
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28	29	30	31			

January						
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25	26	27	28	29	30	31

February						
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March						
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29	30	31				

April						
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26	27	28	29	30		

May						
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24	25	26	27	28	29	30
31						

June						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
27	29	30				

\*Two Hour Early Dismissal Every Wednesday

### Symbol Key

- School Breaks/Holidays
- Parent-Teacher Conf./ Early Dismissal
- Quarter/Semester End
- First/Last Day

Dismissal Times	Regular	Early Dismissal Wednesday
Clarendon/Encanto	2:45 PM	12:45 PM
Longview/Solano	3:15 PM	1:15 PM
Montessori	3:00 PM	1:00 PM
OMS	3:55 PM	1:55 PM

<b>First Day Students</b>	August	4	School Resumes	January	5
Labor Day Holiday	September	1	Martin Luther King, Jr. Holiday	January	19
K-8 Parent / Teacher Conf. <b>Early Dismissal</b>	October	1-3	Presidents' Day Holiday	February	16
Fall Break/Indigenous People's Day Observed	October	6-10	Parent / Teacher Conf. <b>Early Dismissal</b>	March	4-6
Veterans Day Holiday	November	11	Spring Break	March	9-13
Thanksgiving Recess	November	26-28	Cesar Chavez Day Observed	March	30
Winter Break	Dec 22- Jan	2	Board Declared Holiday	April	24
			Last Day Students - Early Dismissal	May	21

<b>Quarters:</b>	1st Quarter Ends-Oct 3 (44/90 Days) 2nd Quarter/Semester Ends-Dec 19 (46/90 Days) 3rd Quarter Ends-March 6 (43/90 Days) 4th Quarter/Semester Ends May 21 (47/90 Days)	<b>Total: 180 Days</b>	<i>Adopted //24</i>
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## Osborn School District 2025-26 School Calendar

July						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
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3	4	5	6	7	8	9
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
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	1	2	3	4	5	6
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14	15	16	17	18	19	20
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28	29	30				

October						
S	M	T	W	TH	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
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	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January						
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				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
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22	23	24	25	26	27	28

March						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
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					1	2
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

\*Two Hour Early Dismissal Every Wednesday

### Symbol Key

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #0070C0; margin-right: 5px;"></span> School Breaks/Holidays</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FFA500; margin-right: 5px;"></span> Parent-Teacher Conf./ Early Dismissal</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #D3D3D3; margin-right: 5px;"></span> Quarter/Semester End</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ADD8E6; margin-right: 5px;"></span> First/Last Day</li> </ul> |
|---|--|

Dismissal Times	Regular	Early Dismissal Wednesday
Clarendon/Encanto	2:45 PM	12:45 PM
Longview/Solano	3:15 PM	1:15 PM
Montessori	3:00 PM	1:00 PM
OMS	3:55 PM	1:55 PM

<b>First Day for Students (early dismissal 7-31-8/1)</b>	July	31	School Resumes	January	6
Labor Day Holiday	September	1	Martin Luther King, Jr. Holiday	January	19
K-8 Family / Teacher Conf. Early Dismissal	October	1-3	Presidents' Day Holiday	February	16
Fall Break/Indigenous Peoples Day Observed	October	6-10	Parent / Teacher Conf. Early Dismissal	March	11-13
Veterans Day Holiday	November	11	Spring Break	March	16-20
Thanksgiving Recess	November	26-28	Cesar Chavez Day Observed	March	30
Winter Break	Dec 22- Jan	2	Board Declared Holiday	April	24
			Last Day Students - Early Dismissal	May	20

<b>Quarters:</b>	1st Quarter Ends-Oct 3 (46/92 Days) 2nd Quarter/Semester Ends-Dec 19 (46/92 Days) 3rd Quarter Ends-March 13 (47/88Days) 4th Quarter/Semester Ends May 20 (42/88 Days)	Total: 180 Days
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*Adopted*



School District #8

A

## Osborn School District 2026-27 School Calendar

July						
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\*Two Hour Early Dismissal Every Wednesday

### Symbol Key

- School Breaks/Holidays
- Parent-Teacher Conf./ Early Dismissal

- Quarter/Semester End
- First/Last Day

Dismissal Times	Regular	Early Dismissal Wednesday
	Clarendon/Encanto	2:45 PM
Longview/Solano	3:15 PM	1:15 PM
Montessori	3:00 PM	1:00 PM
OMS	3:55 PM	1:55 PM

<b>First Day Students</b>	August 3	School Resumes	January 4
Labor Day Holiday	September 7	Martin Luther King, Jr. Holiday	January 18
K-8 Parent / Teacher Conf. <b>Early Dismissal</b>	Sept 30 - Oct 2	Presidents' Day Holiday	February 15
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Thanksgiving Recess	November 25-27	Cesar Chavez Day Observed	March 29
Winter Break	Dec 21- Jan 1	Board Declared Holiday	April 23
		Last Day Students - Early Dismissal	May 20

Quarters:	1st Quarter Ends-Oct 2 (46/90 Days)	Total: 180 Days
	2nd Quarter/Semester Ends-Dec 18 (46/90 Days)	
	3rd Quarter Ends-March 5 (43/90 Days)	
	4th Quarter/Semester Ends May 20 (47/90 Days)	

Adopted //24

## Osborn School District 2026-27 School Calendar

July						
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	3rd Quarter Ends-March 5 (42/88 Days)		
	4th Quarter/Semester Ends May 19 (46/88 Days)		

**OSBORN SCHOOL DISTRICT NO. 8**  
**December 17, 2024**  
**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number –VII-A**

**Agenda Item**

**Administrative Reports**

For Board:     Action                     Discussion                     Information

**Background –**

Included are administrative reports summarizing past and upcoming events for schools and departments. As determined previously, principals are using their reports for the dual purpose of informing board members and also sending these newsletters home to parents.

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

For update and information only

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

# Clarendon Board Report

To: Osborn School District Governing Board

Date: 12/3/2024

Re: December 2024 Events



## Staff Highlights

### Fastbridge Testing

- In December, teachers will conduct Fastbridge assessments to measure student progress in reading and math since the initial tests taken in August.
- This data will be used by teachers to organize students into appropriate groups and plan targeted Tier 2 instruction to support their learning.



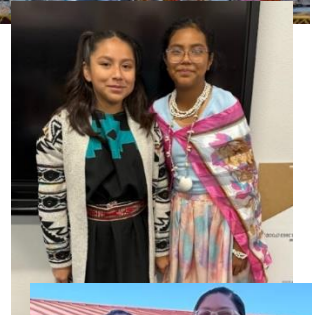
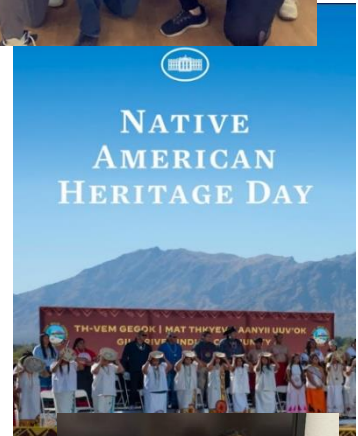
### District Intramural Games

- The Cougar Staff took home the championship after winning the District Kickball Tournament. Fun was had by all!

## Student Highlights

### Native American Heritage Month

- Clarendon honors the cultural traditions, languages, and contributions of Indigenous peoples year-round, with a special focus during Native American Heritage Month in November.
- Amber Stevens, the district's Native American Specialist, organized a Spirit Week to celebrate, featuring events like Traditional Dress Day, Rock Your Mocs Day, and Native Design Day.
- Each day, announcements highlighted a notable Native American individual, sharing their accomplishments and background.
- One major highlight was one of our Cougars participating in a traditional Native American performance with her tribe for President Biden and other government officials.



## Partnership Highlights

### Turkey Trot

- On November 21, Clarendon held its annual Turkey Trot, where students had the option to run or walk a mile for exercise, with the chance to win a pie. Afterward, students enjoyed a festive treat of bomb pops.
- This year, Orangetheory Fitness (located at 7th Ave and Osborn) joined in the fun, leading a calisthenics warm-up, cheering on participants, and announcing the race winners!



# Encanto Board Report

**To:** Osborn School District Governing Board

**Date:** 12/04/2024

**Re:** December School Events



## Staff Highlights



At Encanto Elementary School, teachers are deeply engaged in collaborative professional learning to enhance student reading fluency. Master Teachers have taken the lead in field testing innovative reading fluency strategies within Mentor Teachers' classrooms, ensuring their effectiveness. The Master Teachers shared their successful lessons during cluster professional development, equipping all educators with proven approaches. Now, Mentor Teachers are stepping up to

guide their teammates in implementing these strategies schoolwide. This collaborative effort not only fosters a culture of continuous improvement but also drives the school closer to its reading fluency goals, ultimately enriching student learning outcomes.

## Student Highlights



This month, we celebrate the hard work and growth of our Pre-K students and their dedicated teachers! In November, our Pre-K students explored various career paths during Pre-K Career Day. Parents and family members joined the fun, sharing their professions through engaging presentations and hands-on demonstrations. It was an inspiring experience for our youngest Roadrunners. Keep growing, Roadrunners!

## Partnership Highlights



**Partnerships with Encanto Families-** Encanto Elementary was thrilled to welcome families to our Gratitude Day Feast on Thursday, November 21, 2024. Events like these strengthen the meaningful relationships we share with our families, students, and the wider community. Together, we celebrate connection, collaboration, and the spirit of gratitude that defines our school.

# Longview Board Report

**To:** Osborn School District Governing Board

**Date:** 12/5/2024

**Re:** December 2024 Events

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## **Staff Highlights**

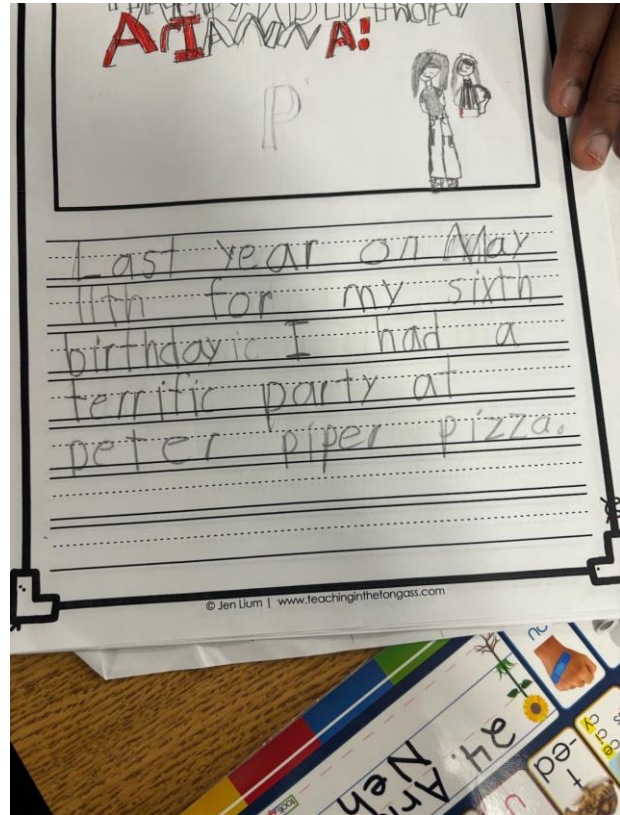
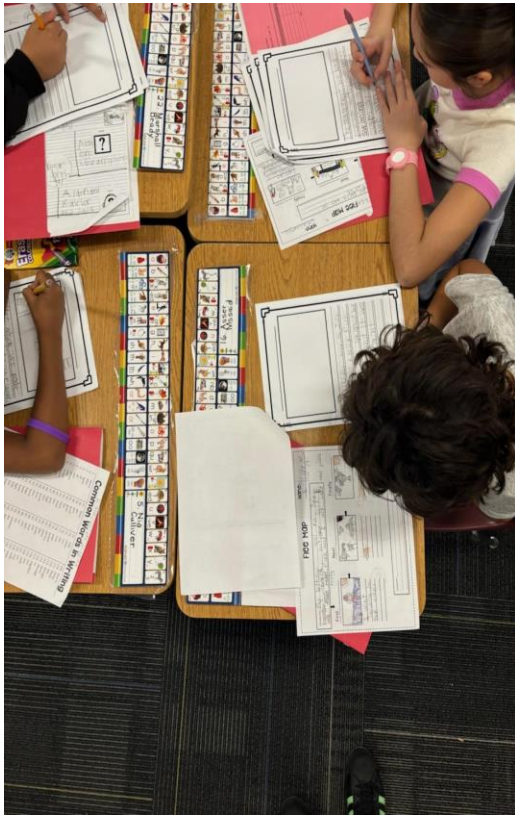
I would like to take this opportunity to celebrate the wonderful leadership team here at Longview. This team has supported one another, our teachers, our students, and their toughest job of all guiding and supporting me, the Principal!!! I have observed every member of this team building relationships with the entire staff, modeling and coaching, being thought partners, and sharing their overall knowledge and expertise in the field of education with all of our staff members and our community as a whole. The work of a Principal at times feels very lonely but not for me with this amazing team as they are always prepared to help us identify areas of strength and areas of needed refinement. Furthermore, they are always willing and able to develop solutions that are practical, intentional, and always keep our students at the forefront of our decision making. Thank you to our amazing leadership team!!!

## **Longview TLT Team:**

- Clare Maynard-Master Teacher
- Dr. Araceli Cecena-Master Teacher
- Brianna Sawyer-Behavior Interventionist/Mentor Teacher
- Rodi Vehr-Instructional Coach
- Charles Barton-Mentor Teacher
- Sammi Wright-Mentor Teacher

## **Student Highlights**

Writing is fun!!!!!! That is correct we have so many fun events to celebrate like our turkey trot, and our Ruby Bridges walk, and Kids Read but I am taking this time to celebrate....WRITING!!!!!! 😊 As our leadership team is working so very intentionally to support our identified need specifically in the area of writing and preparing for our upcoming Write From The Beginning and Beyond training, we have been conducting learning walks to formulate baseline data in relation to teacher content knowledge and students' ability to meet identified success criteria within the writing process. In Mrs. Jorgenson's second grade classroom we were privileged to observe her students developing writing pieces focused on their very best birthday celebrations and as you can see below they sure did have FUN expressing and sharing their thoughts:



### **Partnership Highlights**

We would like to thank St. Mary's food bank for their continued support and partnership with Longview Elementary School. Through this partnership and the support of our Social Worker Mr. Romelo Hooks we have been able to provide over 20 families with a food bag each and every week!!!



# OMS December Board Report

**To:** Osborn School District Governing Board

**Date:** 12/2/2024

**Re:** November 2024 Events

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## Staff Highlights

-Professional Development for our 2nd cycle has been based on success criteria with a focus on:

- 1) the critical attributes of success criteria, 2) writing success criteria that are aligned to the standard and objective using student friendly language.

## Student Highlights

-On November 1st we celebrated our OMS Students of the Quarter! Students were chosen by teachers for demonstrating the district's core value of Joy and were celebrated at an assembly during Firehawk time.



-Our November incentive experience was our Y2K themed OMS Fall Dance! The dance was sponsored by the OMS Student Council and they did a great job of decorating and providing an awesome experience for our students!

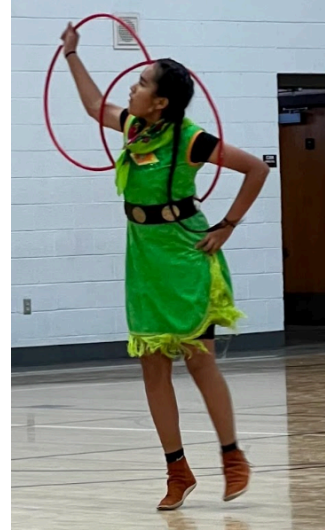
-Winter sports have begun! Our flag football, boys' and girls' basketball teams and our cheer team have been working hard in preparation for the first game on December 2nd.

-Our 3rd Annual Turkey Bingo event was held during 8th hour on Tuesday, November 26th. We played three rounds of bingo and awarded the following students with the Best Gobbler Award: Chris B., Josiya D, Amal N, Joey P., Victor R., Logan N., Sophia C. Also we wanted to give a shout out to our BINGO number callers, Annalise and Ilyani!



## Partnership Highlights

-In celebration of Native American Heritage Month, Hoop Dancers were invited to perform at an assembly on Wednesday November 20th. The performance was incredible! Thank you to Mr. Brodt for all your hard work in making this event a success!



# Solano Board Report

**To:** Osborn School District Governing Board

**Date:** 12/1/24

**Re:** November 2024 Highlights



## Staff Highlights

- We celebrated our Tiger Buddies Program and our L.O.V.E recipients at our November Governing Board Meeting. Thank you for being models of Tiger Pride!  
Joy: Jennifer Houston-Cafeteria Manager  
Integrity: Mildred Fuentes-3rd Grade Teacher  
Equity: Joan Bucklew-Master Teacher  
Relationships: Nallely Quiroz-Attendance Clerk  
Growth: Alex Shillito-Kindergarten Teacher
- The Tiger Staff showed their tiger pride at our District Kickball Tournament and brought home the “spirit” award.



## Student Highlights

- We celebrated our November Tiger Skill for making positive choices at our Tiger Pride Assembly. Our December tiger skill is empathy.
- The Solano Responsibility Center provides students the opportunity to reflect on negative behavior, accept responsibility for the behavior, and create a positive alternative.
- Classes selected their country for our Winter Around the World program. We can't wait for all the performances on December 20th at 9am.
- Students at all grade levels continue to improve their writing skills through response writing. In core subject areas, students respond to a question aligned to the learning target in writing. This is done by using the RELAX strategy, modeling, and providing at least 3 opportunities for students to share orally prior to writing their response.

## Partnership Highlights

- Our Turkey Trot was a huge success. Parents came early to make signs to encourage our tigers and provide feedback to Principal Nickolich about our upcoming food and clothing pantry that will serve our families in need. We love our new parent center!!
- 16 students attended Shop with a Cop. Students shopped with their cop for gifts for their family, wrapped them, and enjoyed all the festivities.
- Phoenix West Rotary is providing holiday support to almost 40 students. The rotarians will be providing clothing and gifts to a number of our families to ensure a great holiday season.



**TO: Governing Board**  
**FROM: Diana Vargas**  
**DATE: December 17, 2024**  
**RE: Business Services update**

### **Accounts Payable**

- Business Services processed **376** invoices in the month of November
- November Vendor Payments totaling **\$1,301,886.28**

### **Payroll**

- November Staff Compensation totaling **\$2,084,116.05**
- Total employees – **374**

### **Purchasing**

- Business Services processed **63** purchase orders in the month of November
- November Vendor Procurements totaling **\$310,781.41**

Oversaw and facilitated award of bond CMR (Construction Manager at Risk) RFQ.

### **Revenues**

- November direct cash /check Revenues totaling **\$820,793.08**
- November County Treasurer Revenues totaling **\$6,800,842.57**
- Total November venues **\$7,621,635.65**

### **Upcoming Projects/ Items:**

- 1099s will be sent out to vendors by January 31<sup>st</sup>
- W2s will be distributed to all employees and will be mailed out to previous employees by January 31<sup>st</sup>

**Clarendon School**

4th - 6th Grade  
1225 W. Clarendon  
Phoenix, AZ 85013  
**(602) 707-2200**

December 4th, 2024

To: Board President, Members of the Board, Superintendent Dr. Robert

**Encanto School**

Preschool - 3rd Grade  
1420 W. Osborn  
Phoenix, AZ 85013  
**(602) 707-2300**

**Staffing Update**

As of December 4th, 2024, we have a total of 9 available positions remaining throughout our entire district. We are enthusiastic about closing our remaining openings and meeting the needs of our students and families.

**Longview School**

Preschool - 6th Grade  
1209 E. Indian School  
Phoenix, AZ 85014  
**(602) 707-2700**

Please reach out to me if you have any questions, comments, or concerns.

**Montecito  
Community School**

Preschool-8th Grade  
715 E Montecito  
Phoenix, AZ 85014  
**(602) 707-2500**

Sincerely,  
Emerald Woodland  
*Emerald Woodland*

Director of Human Resources

**Osborn  
Community iSchool**

Kindergarten-8th Grade  
715 E. Montecito  
Phoenix, AZ 85014  
**(602) 707-2047**

**Osborn Middle School**

7th - 8th Grade  
1102 W. Highland  
Phoenix, AZ 85013  
**(602) 707-2400**

**Solano School**

Preschool - 6th Grade  
1526 W. Missouri  
Phoenix, AZ 85015  
**(602) 707-2600**



# Teaching & Learning Department Board Meeting Updates

Board Meeting Date: December 17, 2024

Focus of Update: Data and Assessment							
<b>Strategic Plan Connection:</b>	Child & Student Success						
<b>Update:</b>	<p>Our district mission is to advance the full potential of every child by developing emotional intelligence and academic excellence. There are many ways to measure academic excellence, and an important one is end of year achievement. To determine whether or not we are on track to reach our end of year AASA goals, FastBridge testing serves as a mid year benchmark to evaluate progress.</p> <p>FastBridge Goals: 2024–2025</p> <div style="border: 1px solid #add8e6; padding: 10px;"><p><b>FastBridge Universal Screening</b></p><ul style="list-style-type: none"><li>✓ By Spring 2025, the percentage of students scoring at or above benchmark on earlyReading will increase from 28% to 50%.</li><li>✓ By Spring 2025, the percentage of students scoring at or above benchmark on aReading will increase from 35% to 50%.</li><li>✓ By Spring 2025, the percentage of students scoring at or above benchmark on earlyMath will increase from 34% to 50%.</li><li>✓ By Spring 2025, the percentage of students scoring at or above benchmark on aMath will increase from 40% to 50%</li></ul></div> <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 33%;"><b>Reading Fluency (K-3)</b></th><th style="width: 33%;"><b>Reading Fluency (4-8)</b></th><th style="width: 33%;"><b>Lexile (Grades 4-8)</b></th></tr></thead><tbody><tr><td><ul style="list-style-type: none"><li>✓ By Spring 2025, 60% of Kindergarten students will score at or above benchmark on Letter Sounds.</li><li>✓ By Spring 2025, 60% of 1st grade students will score at or above benchmark on Nonsense Words.</li><li>✓ By Spring 2025, 70% of 2nd and 3rd grade students will score at or above benchmark on CBMreading.</li></ul></td><td><ul style="list-style-type: none"><li>✓ By Spring 2025, 60% of 4th-8th grade students will score at or above benchmark on AUToreading<ul style="list-style-type: none"><li>• 4th Grade 49% to 60%</li><li>• 5th Grade 41% to 60%</li><li>• 6th Grade 52% to 60%</li><li>• 7th Grade 60% to 70%</li><li>• 8th Grade 45% to 60%</li></ul></li></ul></td><td><p>By Spring 2025, the average estimated Lexiles of each grade level will reach the grade level Lexile bands.</p><ul style="list-style-type: none"><li>• 4th Grade: 591L to 635L</li><li>• 5th Grade: 662L to 770L</li><li>• 6th Grade: 793L to 855L</li><li>• 7th Grade: 902L to 925L</li><li>• 8th Grade: 946L to 985L</li></ul></td></tr></tbody></table> <p>Winter FastBridge testing takes place in December. Leadership teams and teachers across the district are gearing up to dive into the new data. And since individual and collective growth is another factor of academic excellence, reviewing FastBridge growth reports will also provide teachers with actionable data to target students' instructional needs.</p>	<b>Reading Fluency (K-3)</b>	<b>Reading Fluency (4-8)</b>	<b>Lexile (Grades 4-8)</b>	<ul style="list-style-type: none"><li>✓ By Spring 2025, 60% of Kindergarten students will score at or above benchmark on Letter Sounds.</li><li>✓ By Spring 2025, 60% of 1st grade students will score at or above benchmark on Nonsense Words.</li><li>✓ By Spring 2025, 70% of 2nd and 3rd grade students will score at or above benchmark on CBMreading.</li></ul>	<ul style="list-style-type: none"><li>✓ By Spring 2025, 60% of 4th-8th grade students will score at or above benchmark on AUToreading<ul style="list-style-type: none"><li>• 4th Grade 49% to 60%</li><li>• 5th Grade 41% to 60%</li><li>• 6th Grade 52% to 60%</li><li>• 7th Grade 60% to 70%</li><li>• 8th Grade 45% to 60%</li></ul></li></ul>	<p>By Spring 2025, the average estimated Lexiles of each grade level will reach the grade level Lexile bands.</p> <ul style="list-style-type: none"><li>• 4th Grade: 591L to 635L</li><li>• 5th Grade: 662L to 770L</li><li>• 6th Grade: 793L to 855L</li><li>• 7th Grade: 902L to 925L</li><li>• 8th Grade: 946L to 985L</li></ul>
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# Teaching & Learning Department Board Meeting Updates

Board Meeting Date: December 17, 2024

<b>Focus of Update:</b> Language Acquisition & Bi-Literacy	
<b>Strategic Plan Connection:</b>	Child & Student Success
<b>Update:</b>	<p>We are excited to share the collaborative efforts taking place to support our English Language Learners (ELLs)! Principals and district leaders recently came together to refine both short- and long-term plans for ELL success, focusing on English language proficiency levels and current growth trends. This collaborative effort included a thorough review of school-wide data, diving down to the individual student level in preparation for AZELLA (Arizona English Language Learner Assessment) testing in February.</p> <p>Master teachers worked closely with their peers to enhance effective intervention strategies, which will be shared with classroom teachers through ongoing coaching and support. Together, they explored statewide trends, analyzed AZELLA question types, and identified key differences between grade band assessments to better tailor instruction and test preparation.</p> <p>This school year, EL advisors and site leadership teams have implemented a variety of interventions designed to boost language proficiency. These include daily targeted instruction focusing on listening, speaking, reading, and writing, as well as the use of Lexia, an adaptive online reading program. Additionally, EL paraprofessionals provide small-group pull-out sessions to offer even more focused support.</p> <p>In January, schools will begin weekly AZELLA test preparation sessions to help students become familiar with the test format and build confidence. To further support this initiative, EL Family Night Meetings will be held, providing parents with information on testing dates, school-based support strategies, and practical ways families can assist their children at home.</p> <p>This comprehensive plan highlights the district's commitment to delivering targeted interventions, fostering meaningful family engagement, and providing continuous teacher support to ensure sustained growth and success for our English Language Learners across all of our schools.</p>

# Teaching & Learning Department Board Meeting Updates

Board Meeting Date: December 17, 2024

<b>Focus of Update:</b> Student Services	
<b>Strategic Plan Connection:</b>	Child & Student Success
<b>Update:</b>	<p>On December 2nd we had our annual ESS Monitoring by ADE. We are in Year 2 of our monitoring cycle, so this year they reviewed several files to help us out with technical assistance. I am excited to say that we had positive feedback on our MET evaluations and IEPs and how they are written. As always there was growth feedback for us including even more individualization along with some advice on writing initial pre-school IEPs, but overall, the monitors reported we are doing well. A couple of the areas mentioned as strengths were about staying within timelines of evaluation completions and meetings for parents along with evaluation practices for students being assessed for an eligibility of SLD (specific learning disabilities).</p> <p>We look forward to sharing this information with our staff at one of our Wednesday PDs and providing extra training to strengthen their ability to relay individualized language and focus in our students IEPs. This includes empowering our School Psychologists and Special Education Teachers to better understand how ADE monitors our student METs and IEPs so they can continue to improve their skills.</p>

<b>Focus of Update:</b> Grants Update	
<b>Strategic Plan Connection:</b>	Parent & Community Partnership
<b>Update:</b>	<p>On November 21st, our Native American program welcomed families for the bi-monthly meeting with a demonstration and tasting of blue corn mush provided by Native Health. In addition, students at Longview and Osborn Middle were provided the experience of a hoop dance. Students were in awe of the regalia and techniques the dancers displayed.</p>



# Teaching & Learning Department Board Meeting Updates

Board Meeting Date: December 17, 2024



Board Meeting Date: December 17, 2024

<b>Focus of Update:</b> Professional Development						
<b>Strategic Plan Connection:</b>	Child & Student Success					
<b>Update:</b>	<p>We know that in order to grow our students we need to support and grow our teachers. The role of the Master Teacher is pivotal in accomplishing this. In November the Teaching &amp; Learning team planned two professional learning sessions for our Master Teachers. The main focus for both meetings was on targeted and differentiated coaching support for teachers. We leveraged a resource from NIET that outlines a teacher learning progression for the implementation of high quality instructional materials (below).</p> <p>Our Master Teachers determined where their teachers fell on the progression and collaborated to identify different strategies to move teachers to the next level on the progression. They also met in their school teams to evaluate their current coaching supports and make any plans to add or enhance their existing supports. The time that our Master Teachers spend together is invaluable in terms of sharing ideas, problem solving and planning and supporting each other.</p> <div style="text-align: center;"> <p><b>The Teacher Learning Progression on Curriculum</b></p> </div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 5px;"> <p><b>Curriculum connections:</b> Build teacher understanding of academic standards and curriculum.</p> <p><b>Instructional connections:</b> Standards and Objectives; Teacher Content Knowledge</p> </td> <td style="width: 20%; padding: 5px;"> <p><b>Curriculum Connections:</b> Build teacher understanding of the why behind the curriculum.</p> <p><b>Instructional Connections:</b> Lesson Structure and Pacing; Questioning; Activities and Materials; Student Work</p> </td> <td style="width: 20%; padding: 5px;"> <p><b>Curriculum Connections:</b> Develop ability to deliver the curriculum.</p> <p><b>Instructional Connections:</b> Grouping Students; Academic Feedback; Presenting Instructional Content; Teacher Knowledge of Students</p> </td> <td style="width: 20%; padding: 5px;"> <p><b>Curriculum Connections:</b> Develop teacher understanding of how to use the curriculum to meet the needs of their students.</p> <p><b>Instructional Connections:</b> Questioning; Academic Feedback</p> </td> <td style="width: 20%; padding: 5px;"> <p><b>Curriculum Connections:</b> Understand how to transition the learning to be student-led instead of teacher-led.</p> <p><b>Instructional Connections:</b> Thinking; Problem Solving; Teacher Knowledge of Students</p> </td> </tr> </table>	<p><b>Curriculum connections:</b> Build teacher understanding of academic standards and curriculum.</p> <p><b>Instructional connections:</b> Standards and Objectives; Teacher Content Knowledge</p>	<p><b>Curriculum Connections:</b> Build teacher understanding of the why behind the curriculum.</p> <p><b>Instructional Connections:</b> Lesson Structure and Pacing; Questioning; Activities and Materials; Student Work</p>	<p><b>Curriculum Connections:</b> Develop ability to deliver the curriculum.</p> <p><b>Instructional Connections:</b> Grouping Students; Academic Feedback; Presenting Instructional Content; Teacher Knowledge of Students</p>	<p><b>Curriculum Connections:</b> Develop teacher understanding of how to use the curriculum to meet the needs of their students.</p> <p><b>Instructional Connections:</b> Questioning; Academic Feedback</p>	<p><b>Curriculum Connections:</b> Understand how to transition the learning to be student-led instead of teacher-led.</p> <p><b>Instructional Connections:</b> Thinking; Problem Solving; Teacher Knowledge of Students</p>
<p><b>Curriculum connections:</b> Build teacher understanding of academic standards and curriculum.</p> <p><b>Instructional connections:</b> Standards and Objectives; Teacher Content Knowledge</p>	<p><b>Curriculum Connections:</b> Build teacher understanding of the why behind the curriculum.</p> <p><b>Instructional Connections:</b> Lesson Structure and Pacing; Questioning; Activities and Materials; Student Work</p>	<p><b>Curriculum Connections:</b> Develop ability to deliver the curriculum.</p> <p><b>Instructional Connections:</b> Grouping Students; Academic Feedback; Presenting Instructional Content; Teacher Knowledge of Students</p>	<p><b>Curriculum Connections:</b> Develop teacher understanding of how to use the curriculum to meet the needs of their students.</p> <p><b>Instructional Connections:</b> Questioning; Academic Feedback</p>	<p><b>Curriculum Connections:</b> Understand how to transition the learning to be student-led instead of teacher-led.</p> <p><b>Instructional Connections:</b> Thinking; Problem Solving; Teacher Knowledge of Students</p>		

TO: Governing Board  
FROM: Sam Garcia  
DATE: Dec. 4, 2024  
RE: MAINTENANCE / TRANSPORTATION UPDATE

Listed below are items that have been attended to during the past month.

**District Office:**

- has 3 open work orders and 6 completed for Oct.31st-Nov 29th.

**Solano**

- has 39 open work orders and 52 completed for Oct.31st-Nov 29th.

**OMS**

- Has 17 open work orders and 21 completed for Oct.31st-Nov 29th.

**Clarendon**

- Has 13 open work orders and 13 completed for Oct.31st-Nov 29th.

**Encanto**

- has 17 open work orders and 22 completed for Oct.31st-Nov 29th.

**Longview**

- has 27 open work orders and 18 completed for Oct.31st-Nov 29th.

**Montecito**

- has 23 open work orders and 7 completed for Oct.31st-Nov 29th.

**Transportation:**

The drivers and attendants are out at schools after their morning routes daily to support campus needs.

**Perfect Attendance Oct- Nov. 2024**

Sam Garcia, Maria Aguilar, Annette Martinez, Jose Murillo, Fatima Brown, Cheryl Gillaliand, Bruce Eddings, Lida Gonzalez, Debbie Murillo, Mark Jackson, Teresa Sotelo, Aaron Sanchez, Charity Thomas, Santoi Prather, Maria Zuniga, Efrain Gonzalez

Sam Garcia  
Director of Maintenance and Transportation



# Technology Department Report

December 2024 - Jamal Dana

1. **Helpdesk Services:** In November we had a total of 245 tickets for the month of October we had 340 tickets. The average response time for our tickets in November was 1.71 hours and for October 2.39 hours.
2. **Internet line:** Cox finished installing the 18,000 feet street fiber line after an accident on the street that damaged Cox equipment. Currently, we are looking to go back to another line so it will have a better stability links. The work is in progress.
3. **Helpdesk system:** We moved to a new helpdesk system. This system has the capability of connecting the ticket with our inventory. It is easier to use as mentioned by our teachers. Also, it is cheaper by about \$4,000 than the older system that expires on December 8th, 2024.
4. **Network Power Supplies:** Our power supplies are functioning properly. We had a short power outage at the district office, but our new power supplies kept the network up and avoided any downtime.
5. **Patch Management:** We have a system that constantly patching our devices with the latest security patches to fulfil our requirement protection from cyber-attacks. We are also running some vulnerability testing to make sure our network is protected.
6. **Servers:** We got two servers to replace our five years old servers.
7. **Marquee RFP:** Preparing an RFP for marquees. We have the specification of how our current Marquees are hooked up with pictures and locations of power outlet and network connections. This draft will be submitted to our Bond *H2Group* and to our COO.
8. **Digital Signage RFP:** Preparing for a digital signage system. We have a specification about the new TVs/ subscriptions. This PO quote, will be submitted to our Bond *H2Group* and to our COO. A shared video was sent to all admins to share with front office staff. This system is recommended by many admins, staff that saw the demo.
9. **E-rate Update:** A new RFP for our telecommunication services will be issued in the
  - RFP Posting Date: December 12, 2024 (Newspaper ad are on the 12th and the 19th the Gazette Newspaper)
  - RFP Due By: January 9, 2025, at 1:00 PM PST. A week later, we will have the evaluation and award results.

**END OF TECHNOLOGY REPORT.**

**OSBORN SCHOOL DISTRICT NO. 8**  
**December 17, 2024**  
**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – VII-B**

**Agenda Item**

**Suspension Report for month of November**

For Board:     Action             Discussion             Information

**Background –**

Following you will find the Suspension Report for November 2024.

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

Update and information only

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**Suspensions: November 2024**

<b>Date</b>	<b>School</b>	<b>Grade</b>	<b>Violation</b>	<b>Response</b>	<b>Reassigned Days</b>
11/1/2024	Encanto Elementary	1	Aggression: Minor Aggressive Act	In-School Suspension	2
11/1/2024	Encanto Elementary	2	Aggression: Minor Aggressive Act	Out-of-School Suspension	3
11/5/2024	Encanto Elementary	2	Harassment, Threat and Intimidation: Threat	Out-of-School Suspension	1
11/5/2024	Osborn Middle School	8	Other Violations of School Policies: Defiance or Disrespect	Out-of-School Suspension	1
11/5/2024	Encanto Elementary	K	Aggression: Minor Aggressive Act	Out-of-School Suspension	2
11/6/2024	Osborn Middle School	8	Harassment, Threat and Intimidation: Threat	Out-of-School Suspension	1
11/6/2024	Solano Elementary	4	Aggression: Assault	Out-of-School Suspension	1
11/8/2024	Osborn Middle School	8	Other Violations of School Policies: Defiance or Disrespect	In-School Suspension	1
11/12/2024	Longview Elementary	3	Aggression: Assault	Out-of-School Suspension	1
11/13/2024	Longview Elementary	1	Aggression: Minor Aggressive Act	Out-of-School Suspension	1
11/13/2024	Clarendon Elementary	4	Aggression: Minor Aggressive Act	Out-of-School Suspension	1
11/15/2024	Osborn Middle School	8	Aggression: Minor Aggressive Act	Out-of-School Suspension	3
11/15/2024	Osborn Middle School	8	Other Violations of School Policies: Language, Inappropriate	In-School Suspension	1
11/15/2024	Osborn Middle School	7	Harassment, Threat and Intimidation: Threat	Out-of-School Suspension	2
11/18/2024	Solano Elementary	4	Aggression: Assault	Out-of-School Suspension	1
11/18/2024	Encanto Elementary	1	Aggression: Minor Aggressive Act	Out-of-School Suspension	3
11/19/2024	Encanto Elementary	1	Aggression: Minor Aggressive Act	Out-of-School Suspension	1
11/19/2024	Encanto Elementary	1	Aggression: Minor Aggressive Act	Out-of-School Suspension	2
11/19/2024	Encanto Elementary	K	Aggression: Fighting	Out-of-School Suspension	2
11/19/2024	Encanto Elementary	1	Aggression: Minor Aggressive Act	In-School Suspension	2
11/20/2024	Clarendon Elementary	5	Aggression: Fighting	Out-of-School Suspension	2
11/20/2024	Clarendon Elementary	5	Aggression: Fighting	Out-of-School Suspension	2
11/21/2024	Solano Elementary	6	Aggression: Assault	Out-of-School Suspension	1
11/21/2024	Solano Elementary	4	Weapons and Dangerous Items: Simulated Firearm	Out-of-School Suspension	3
11/22/2024	Longview Elementary	3	Aggression: Assault	Out-of-School Suspension	5
11/22/2024	Encanto Elementary	3	Aggression: Fighting	Out-of-School Suspension	3
11/22/2024	Encanto Elementary	3	Aggression: Fighting	Out-of-School Suspension	5
11/25/2024	Solano Elementary	3	Weapons and Dangerous Items: Simulated Firearm	Out-of-School Suspension	2
11/25/2024	Solano Elementary	1	Aggression: Assault	Out-of-School Suspension	2
11/25/2024	Solano Elementary	3	Aggression: Minor Aggressive Act	Out-of-School Suspension	1
11/26/2024	Osborn Middle School	8	Aggression: Fighting	Out-of-School Suspension	1
11/26/2024	Clarendon Elementary	4	Aggression: Fighting	Out-of-School Suspension	2
11/26/2024	Osborn Middle School	8	Aggression: Fighting	Out-of-School Suspension	2



**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – VII-C**

**Agenda Item**

**Student Absence Report for month of November**

For Board:     Action                       Discussion                       Information

**Background –**

School	% Attendance Jan. 24	% Absence	% Attendance Feb. 24	% Absence	% Attendance Mar. 24	% Absence	% Attendance Apr. 24	% Absence	% Attendance May 24	% Absence
Clarendon										
Encanto										
Longview										
OMS										
Solano										
MCS										

School	% Attendance Aug. 23	% Absence	% Attendance Sept. 23	% Absence	% Attendance Oct. 23	% Absence	% Attendance Nov. 23	% Absence	% Attendance Dec. 23	% Absence
Clarendon	92.42%	7.58%	90.28%	9.72%	88.31%	11.69%	89.04%	10.96%		
Encanto	93.03%	6.97%	91.25%	8.75%	89.25%	10.75%	90.1%	9.9%		
Longview	93.17%	6.83%	91.65%	8.35%	90.31%	9.69%	88.7%	11.3%		
OMS	91.41%	8.59%	93.23%	6.77%	87.57%	12.43%	86.78%	13.22%		
Solano	90.63%	9.37%	88.69%	11.31%	88.61%	11.39%	86.13%	13.87%		
MCS	94.95%	5.05%	95.79%	4.21%	93.86%	6.14%	91.87%	8.13%		

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

Approval of the student absence report as presented.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F



**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – VII-D**

**Agenda Item**

**Substitute Teacher Report for the month of November**

For Board:     Action             Discussion             Information

**Background –**

The attached reports reflect a breakdown of substitutes needed due to absences, the percentage of vacancies filled per day and the reasons for those absences.

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes



**Recommendation**

For information only.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

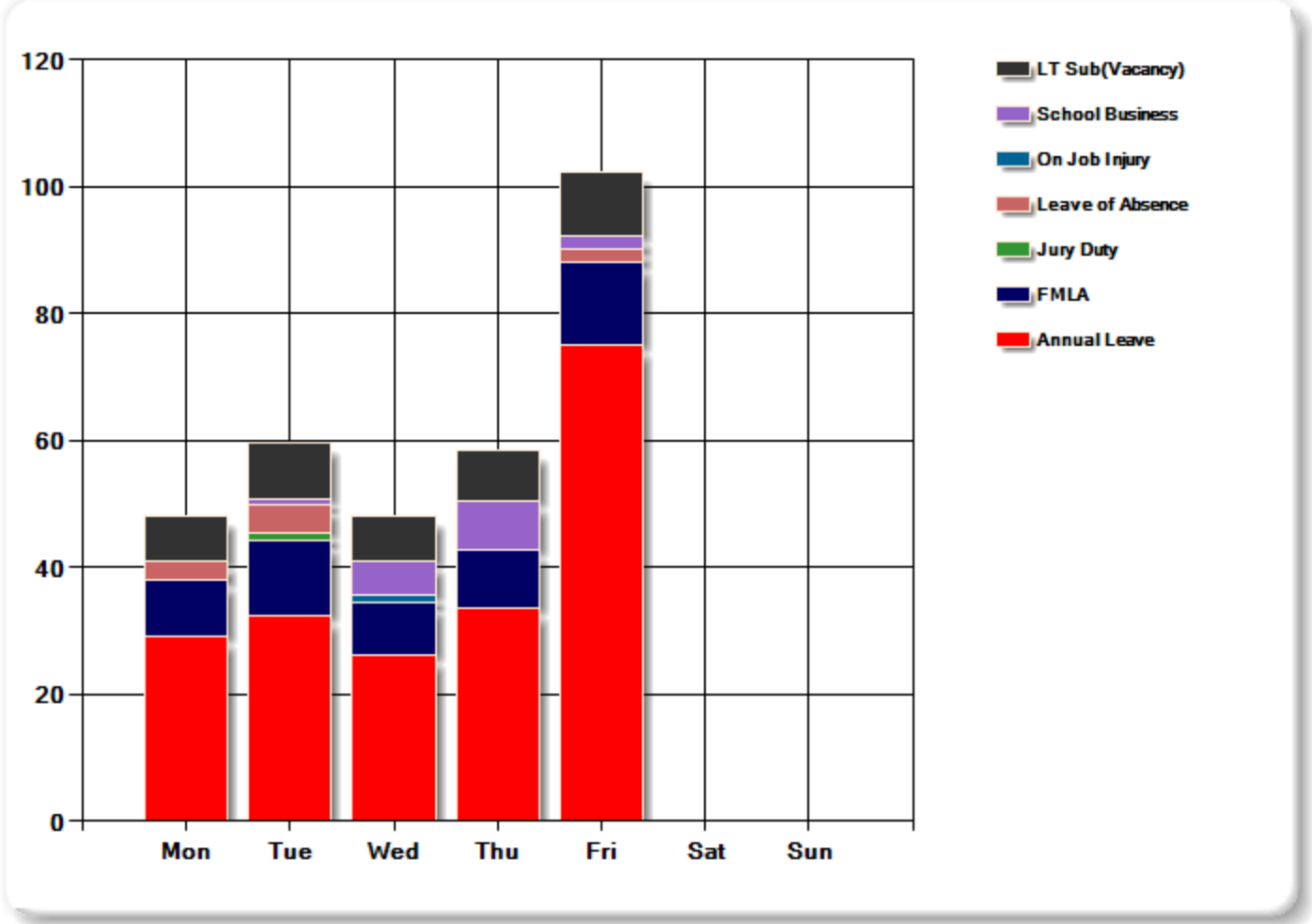
# Day of Week Absence Analysis

[Return to Report Menu](#)

**Start Date:** 11/01/2024 
**End Date:** 11/30/2024 
**Type:** Absences/Vacancies 
**Employee:**

**View All**  **Vacancy Profile:** View All

**School(s):** View All  **Employee Types :** View All



Absence Reasons	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
<b>Annual Leave</b>	29	32.3	26.3	33.7	75.1	0	0	196.4
<b>FMLA</b>	9	12	8.3	9	13	0	0	51.3
<b>Jury Duty</b>	0	1	0	0	0	0	0	1
<b>Leave of Absence</b>	3	4.5	0	0	2	0	0	9.5
<b>On Job Injury</b>	0	0	1	0	0	0	0	1
<b>School Business</b>	0	1	5.5	7.9	2.2	0	0	16.6
<b>Totals</b>	41	50.8	41.1	50.6	92.3	0	0	275.8
Vacancy Reasons	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
<b>LT Sub(Vacancy)</b>	7	9	6.9	8	10	0	0	40.9
<b>Totals</b>	7	9	6.9	8	10	0	0	40.9

# Absence Monthly Summary

[Return to Report Menu](#)

School(s):    
 Types :   Type:    
 November  2024  Employee

November 2024														
Sun	Mon	Tue	Wed	Thu	Fri	Sat								
27	28	29	30	31	1	2								
						Total Absences/Vacancies:						34		
						Fill NOT Needed:						0		
						Fill Needed:						34		
						Filled:						8		
						UnFilled:						3		
						Held:						23		
						<b>Fill Rate:</b>						23%		
3	4	5	6	7	8	9								
Total Absences/Vacancies:		20	Total Absences/Vacancies:		17	Total Absences/Vacancies:		25	Total Absences/Vacancies:		26	Total Absences/Vacancies:		22
Fill NOT Needed:		0	Fill NOT Needed:		0	Fill NOT Needed:		0	Fill NOT Needed:		0	Fill NOT Needed:		1
Fill Needed:		20	Fill Needed:		17	Fill Needed:		25	Fill Needed:		26	Fill Needed:		21
Filled:		7	Filled:		10	Filled:		13	Filled:		9	Filled:		6
UnFilled:		0	UnFilled:		0	UnFilled:		0	UnFilled:		3	UnFilled:		0
Held:		13	Held:		7	Held:		12	Held:		14	Held:		15
<b>Fill Rate:</b>		35%	<b>Fill Rate:</b>		58%	<b>Fill Rate:</b>		52%	<b>Fill Rate:</b>		34%	<b>Fill Rate:</b>		28%
10	11	12	13	14	15	16								
Total Absences/Vacancies:		16		Total Absences/Vacancies:		16		Total Absences/Vacancies:		18		Total Absences/Vacancies:		23
Fill NOT Needed:		1		Fill NOT Needed:		0		Fill NOT Needed:		0		Fill NOT Needed:		1
Fill Needed:		15		Fill Needed:		16		Fill Needed:		18		Fill Needed:		22
Filled:		9		Filled:		12		Filled:		12		Filled:		11
UnFilled:		1		UnFilled:		0		UnFilled:		0		UnFilled:		0
Held:		5		Held:		4		Held:		6		Held:		11
<b>Fill Rate:</b>		60%		<b>Fill Rate:</b>		75%		<b>Fill Rate:</b>		66%		<b>Fill Rate:</b>		50%
17	18	19	20	21	22	23								
Total Absences/Vacancies:		15	Total Absences/Vacancies:		17	Total Absences/Vacancies:		14	Total Absences/Vacancies:		15	Total Absences/Vacancies:		26
Fill NOT Needed:		0	Fill NOT Needed:		0	Fill NOT Needed:		1	Fill NOT Needed:		0	Fill NOT Needed:		0
Fill Needed:		15	Fill Needed:		17	Fill Needed:		13	Fill Needed:		15	Fill Needed:		26
Filled:		6	Filled:		8	Filled:		9	Filled:		8	Filled:		9
UnFilled:		0	UnFilled:		1	UnFilled:		0	UnFilled:		0	UnFilled:		2
Held:		9	Held:		8	Held:		4	Held:		7	Held:		15
<b>Fill Rate:</b>		40%	<b>Fill Rate:</b>		47%	<b>Fill Rate:</b>		69%	<b>Fill Rate:</b>		53%	<b>Fill Rate:</b>		34%
24	25	26	27	28	29	30								
Total Absences/Vacancies:		13	Total Absences/Vacancies:		12									
Fill NOT Needed:		0	Fill NOT Needed:		0									
Fill Needed:		13	Fill Needed:		12									
Filled:		9	Filled:		7									
UnFilled:		0	UnFilled:		0									
Held:		4	Held:		5									

**Fill Rate:**

69%

**Fill Rate:**

58%

	Total Absences/Vacancies	Fill NOT Needed	Fill Needed	Filled	UnFilled	Held	Fill Rate
<b>November 1-2</b>	<b>34</b>	<b>0</b>	<b>34</b>	<b>8</b>	<b>3</b>	<b>23</b>	<b>24%</b>
<b>November 3-9</b>	<b>110</b>	<b>1</b>	<b>109</b>	<b>45</b>	<b>3</b>	<b>61</b>	<b>41%</b>
<b>November 10-16</b>	<b>73</b>	<b>2</b>	<b>71</b>	<b>44</b>	<b>1</b>	<b>26</b>	<b>62%</b>
<b>November 17-23</b>	<b>87</b>	<b>1</b>	<b>86</b>	<b>40</b>	<b>3</b>	<b>43</b>	<b>47%</b>
<b>November 24-30</b>	<b>25</b>	<b>0</b>	<b>25</b>	<b>16</b>	<b>0</b>	<b>9</b>	<b>64%</b>
<b>Month</b>	<b>329</b>	<b>4</b>	<b>325</b>	<b>153</b>	<b>10</b>	<b>162</b>	<b>47%</b>

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – VII-E**

**Agenda Item**

**Enrollment Report**

For Board:  Action  Discussion  Information

**Background –**

Below is the Enrollment Report for December 2023 for schools and special education self-contained programs in comparison to 2024.

School	Enrollment Nov. 28, 2023	Enrollment Dec. 6, 2024	Difference
Clarendon	386	415	+29
Encanto	594	566	-28
Longview	417	443	+26
Montecito	31	80	+49
Osborn Middle	439	411	-28
Solano	378	400	+22
Special Ed.*	29	34	+5
Preschool	70	86	+16
SEAS	5		-5
<b>Total</b>	<b>2349</b>	<b>2435</b>	<b>+86</b>

**Average Daily Membership**

	2023-24 100 <sup>th</sup> day ADM	2024-25 100 <sup>th</sup> day ADM	Difference
<b>Total</b>	2185.432	2,243.9215	+58.4895

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

For Information

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT  
ENROLLMENT DATA FOR: December 6th, 2024**

ENCANTO		CLARENDON	
<b>Kindergarten</b>		<b>Grade 4</b>	
Caraballo, Neudysmar	23	Aken, Ann D/L	29
Chavez, Cristina D/L	22	Butier, Lindsey	31
Davey, Jenny DL	23	Colledge, Abbey	27
Kleinz, Kelly	22	Corrales, Lorena	30
Lizarraga, Mackenzie D/L	25	Marshall, Nolan	32
Murray, Nikki	22		
<b>TOTAL KINDERGARTEN</b>	<b>137</b>	<b>TOTAL GRADE 4</b>	<b>149</b>
<b>Grade 1</b>		<b>Grade 5</b>	
Dewey, Allison	22	Etsitty, Alyscia	26
Goetter, Ashley DL	24	Hernandez, Mayra D/L	26
Guillen, Adriana DL	22	Kahl, Kayce D/L	26
Gully, Emma DI	24	Meza, Jorge	27
Klanke, Liana	24	Staron, Jennifer	26
Sanchez, Nayeli D/L	25		
<b>TOTAL GRADE 1</b>	<b>141</b>	<b>TOTAL GRADE 5</b>	<b>131</b>
<b>Grade 2</b>		<b>Grade 6</b>	
Centeno, Miguel DL	25	Arebalo, Cynthia	27
Hoffman, Katerina	23	Bedonie, Brianna	28
Parker, Alex DL	24	Gonzalez Tena, Stephanie	26
Pavlisick, Kimberly D/L	26	Terriciano, Molly DL	25
Stubbs, Juanita	24	Villarreal, Frank	29
Vargas, Luis	23		
<b>TOTAL GRADE 2</b>	<b>145</b>	<b>TOTAL GRADE 6</b>	<b>135</b>
<b>Grade 3</b>			
Bejarano, Vanessa	24		
Callisen, Kristen DL	25		
Hernandez, Matthew	23		
Lopez Moreno, Cindy DL	25		
Palma, Vanessa	22		
Wilhelmy, Daniel	24		
<b>TOTAL GRADE 3</b>	<b>143</b>		
<b>SPED</b>		<b>SPED</b>	
Lawrence, Avianna	7	Allen, Amanda	6
McHale, Meghan (RISE)	14	Roberts, Mae	7
<b>TOTAL SPED</b>	<b>21</b>	<b>TOTAL SPED</b>	<b>13</b>
		<b>CLARENDON TOTAL</b>	<b>428</b>
<b>ENCANTO TOTAL</b>	<b>587</b>		

**OSBORN SCHOOL DISTRICT  
ENROLLMENT DATA FOR: December 6th, 2024**

LONGVIEW		Montecito (KG-3rd)	
<b>Kindergarten</b>		<b>Kindergarten</b>	
Crompton, Carrie (KG)	23	Garcia, itzel	7
Herrera Silva, Brian	23	Obrachta, Tere	8
Sanchez, Alexys	26	TBD1, TBD1	8
<b>TOTAL KINDERGARTEN</b>	<b>72</b>	Wright, Rosa	7
<b>Grade 1</b>		<b>TOTAL KINDERGARTEN</b>	
Elias Ulloa, Rosaisela D/L	25	<b>30</b>	
La O Garcia, Tara	26	<b>Grade 1</b>	
<b>TOTAL GRADE 1</b>	<b>51</b>	Morales Ruano, Jess	9
<b>Grade 2</b>		Roberts, Katrina	6
<b>Grade 2</b>		<b>TOTAL GRADE 1</b>	
Berkich, Elizabeth	24	<b>15</b>	
Green, Maria D/L	27	<b>Grade 2</b>	
Jorgenson, Julie	26	Roberts, Katerina	5
<b>TOTAL GRADE 2</b>	<b>77</b>	Morales Ruano, Jess	13
<b>Grade 3</b>		<b>TOTAL GRADE 2</b>	
Sarmiento, Erika	32	<b>18</b>	
Sauter, Jessica	31	<b>Grade 3</b>	
<b>TOTAL GRADE 3</b>	<b>63</b>	Bailon Coca, Francisco	2
<b>Grade 4</b>		Morales Ruano, Jess	4
Hurtado Diaz, Nidia	32	<b>TOTAL GRADE 3</b>	
Villan Morales, Elisa	28	<b>6</b>	
<b>TOTAL GRADE 4</b>	<b>60</b>	<b>Grade 4</b>	
<b>Grade 5</b>		Bailon Coca, Francisco	7
Hernandez, Dani D/L	29	<b>TOTAL GRADE 4</b>	
Wright, Sammi	27	<b>7</b>	
<b>TOTAL GRADE 5</b>	<b>56</b>	<b>Grade 5</b>	
<b>Grade 6</b>		Bailon Coca, Francisco	4
Hendricks, Brian	32	<b>TOTAL GRADE 5</b>	
Herrera Silva, Luis	32	<b>4</b>	
<b>TOTAL GRADE 6</b>	<b>64</b>	<b>TOTAL PRESCHOOL</b>	
<b>Special Needs-Self Contained Cross Cat</b>		<b>MONTECITO TOTAL</b>	
Regis, Maria	6	<b>80</b>	
Scilley, Theresa	4		
<b>TOTAL SPED</b>	<b>10</b>		
<b>SPED Preschool</b>			
Osborn, Christina	15		
<b>TOTAL PRE-SCHOOL</b>	<b>15</b>		
<b>LONGVIEW TOTAL</b>	<b>468</b>		

**OSBORN SCHOOL DISTRICT  
ENROLLMENT DATA FOR: December 6th, 2024**

SOLANO		OMS	
<b>Kindergarten</b>		<b>Grade 7</b>	
Gerrard, Desiree	16	Adams, Kyle	23
Hasenstab, Stephanie	25	Georges, Julia	16
Shillito, Alexandra	26	Gomez, Vincent	22
		Heath, Liza	2
<b>TOTAL KINDERGARTEN</b>	<b>67</b>	Hess, James	25
<b>Grade 1</b>		Ladeira, Richard	21
Formanek, John	26	Quezada, Paula	23
Gerrard, Desiree	9	Smith, Dashaminique	25
Sandoval, Guadalupe	20	Trainor, Randy	5
		Urrutia, Beatriz	18
<b>TOTAL GRADE 1</b>	<b>55</b>	Wharton, Patricia	12
<b>Grade 2</b>			
Copelly, Rosalba D/L	29		
Dunn, Kylie	29		
		<b>TOTAL GRADE 7</b>	<b>192</b>
<b>TOTAL GRADE 2</b>	<b>58</b>	<b>Grade 8</b>	
<b>Grade 3</b>		Ahl, Allison	2
Fuentes, Mildred	28	Frederick, Mack	32
Perez, Katarina	29	Georges, Julia	12
		Gerstner, Doug	32
		Guzman, Jose	33
		Heath, Liza	32
<b>TOTAL GRADE 3</b>	<b>57</b>	Kingsland, Mitchell	9
<b>Grade 4</b>		Lindberg, Karen	20
Campbell, Amelia	27	McKay, Caitlyn	26
Schrey, Kaitlyn	27	Stachel, Allison	21
<b>TOTAL GRADE 4</b>	<b>54</b>		
<b>Grade 5</b>			
Chacon, Gabriel	26		
Sapiro, Denise	28		
		<b>TOTAL GRADE 8</b>	<b>219</b>
<b>TOTAL GRADE 5</b>	<b>54</b>	<b>Special Education-Self Contained Cross Cat.</b>	
<b>Grade 6</b>		Cooper, Cody	7
Chhim, Soki	30	Parker, Sam	6
Thompson-Hunter, Angela	25	<b>TOTAL SPECIAL CLASSES</b>	<b>13</b>
		<b>OMS TOTAL</b>	<b>424</b>
<b>TOTAL GRADE 6</b>	<b>55</b>		
<b>Special Education-Cross Cat</b>		<b>DISTRICT TOTAL:</b>	<b>2435</b>
Linton, Teola	9		
Lorgrono, Renalyn	6		
Redick, Annmarie	7		
TBD1, TBD1	7		
<b>TOTAL SPECIAL CLASSES</b>	<b>29</b>		
<b>SPED - PS</b>			
Ellison, Brianna	19		
<b>TOTAL PRESCHOOL</b>	<b>19</b>		
<b>SOLANO TOTAL</b>	<b>448</b>		



**ENROLLMENT BY GRADE AS OF: December 6th, 2024**

<b>Grade</b>	<b>Encanto</b>	<b>Clarendon</b>	<b>Longview</b>	<b>Montecito</b>	<b>OMS</b>	<b>Solano</b>	<b>TOTAL</b>
<b>K</b>	137		72	30		67	<b>306</b>
<b>1</b>	141		51	15		55	<b>262</b>
<b>2</b>	145		77	18		58	<b>298</b>
<b>3</b>	143		63	6		57	<b>269</b>
<b>4</b>		149	60	7		54	<b>270</b>
<b>5</b>		131	56	4		54	<b>245</b>
<b>6</b>		135	64			55	<b>254</b>
<b>7</b>					192		<b>192</b>
<b>8</b>					219		<b>219</b>
<b>SpEd.</b>	21	13	10		13	29	<b>86</b>
<b>Presch.</b>			15			19	<b>34</b>
							<b>0</b>
<b>CURRENT MONTH'S TOTALS</b>	<b>587</b>	<b>428</b>	<b>468</b>	<b>80</b>	<b>424</b>	<b>448</b>	<b>2435</b>
Totals	<b>588</b>	<b>432</b>	<b>480</b>	<b>77</b>	<b>425</b>	<b>447</b>	<b>2449</b>
<b>Change</b>	-1	-4	-12	3	-1	1	-14

OSBORN SCHOOL DISTRICT ENROLLMENT BY MONTH - 2024-2025

Sept. Oct. Nov. Dec. Jan. Feb. Mar. Apr. May. Last Day

Encanto										
K	137	140	137							
1	141	141	141							
2	148	145	145							
3	138	142	143							
Spec. Ed.	16	20	21							
Pre-Sch.	n/a	n/a	n/a	n/a	n/a	n/a				
<b>TOTAL</b>	<b>580</b>	<b>588</b>	<b>587</b>	<b>0</b>	<b>#####</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Clarendon										
4	146	149	149							
5	128	130	131							
6	136	140	135							
Spec. Ed.	8	13	13							
<b>TOTAL</b>	<b>418</b>	<b>432</b>	<b>428</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Longview										
K	72	72	72							
1	52	53	51							
2	83	80	77							
3	61	61	63							
4	62	62	60							
5	60	59	56							
6	63	64	64							
Spec. Ed.	9	16	10							
Pre-Sch.	11	13	15							
<b>TOTAL</b>	<b>473</b>	<b>480</b>	<b>468</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Montecito										
K	31	30	30							
1	16	13	15							
2	18	18	18							
3	6	6	6							
4	6	6	7							
5	4	4	4							
<b>TOTAL</b>	<b>81</b>	<b>77</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

OMS										
7	196	195	192							
8	222	218	219							
Spec. Ed.	5	12	13							
<b>TOTAL</b>	<b>423</b>	<b>425</b>	<b>424</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Solano										
K	67	65	67							
1	57	55	55							
2	60	61	58							
3	61	57	57							
4	57	55	54							
5	50	54	54							
6	52	55	55							
Spec. Ed.	30	30	29							
Pre-Sch.	12	15	19							
<b>TOTAL</b>	<b>446</b>	<b>447</b>	<b>448</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Dist. Totals</b>	<b>2421</b>	<b>2449</b>	<b>2435</b>	<b>0</b>	<b>#####</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Mar. '17	Mar. '18	Mar. '19	Mar. '20	Mar. '21	Mar. '22	Mar. '23	Mar. '24	Encanto	Apr. '19	Apr. '20	Apr. '21	Apr. '22	Apr. '23	Apr. '24	Encanto	May '20	May '21	May '22	May '23	May '24	Encanto	Year End	Year End'21	Year End '22	Year End '24										
167	179	179	176	149	163	148	141	K	182	108	108	165	147	144	K		108	165	146	143	K			165	143										
150	169	170	176	155	149	156	144	1	170	103	102	149	156	143	1		103	149	156	142	1			149	142										
169	145	160	156	147	149	150	151	2	159	97	95	152	150	151	2		97	154	152	153	2			154	153										
168	164	134	155	137	129	146	148	3	135	83	83	132	146	148	3		83	130	146	150	3			130	150										
654	657	643	663	588	590	600	584	TOTAL	646	391	388	598	599	586	TOTAL	0	391	598	600	588	TOTAL			598	588										
Clarendon												Clarendon												Clarendon											
180	156	145	135	142	102	133	128	4	148	95	97	106	133	129	4		95	104	132	129	4			104	129										
150	168	151	142	122	109	110	136	5	150	65	65	111	109	134	5		65	112	108	134	5			112	134										
133	143	160	152	133	100	126	115	6	160	83	84	100	126	114	6		83	100	124	113	6			100	113										
463	467	456	429	397	311	369	379	TOTAL	458	243	246	317	368	377	TOTAL	0	243	316	364	376	TOTAL			316	376										
Longview												Longview												Longview											
74	82	66	78	55	51	55	47	K	68	40	39	51	54	47	K		40	50	54	47	K			50	47										
76	64	72	76	67	60	52	71	1	73	48	47	58	52	72	1		48	56	52	71	1			56	71										
88	74	70	67	71	66	66	49	2	69	40	40	67	66	51	2		40	66	69	51	2			66	51										
78	70	70	75	61	60	63	56	3	72	33	32	60	64	55	3		33	59	64	55	3			59	55										
82	70	73	75	69	57	61	67	4	72	45	46	57	61	67	4		45	55	64	68	4			55	68										
94	72	66	73	60	59	55	65	5	67	40	41	60	56	67	5		40	59	58	67	5			59	67										
62	87	81	71	52	48	64	62	6	80	37	37	48	63	61	6		37	48	61	63	6			48	63										
554	519	498	515	435	401	416	417	TOTAL	501	283	282	401	416	420	TOTAL	0	283	393	422	422	TOTAL			393	422										
Montecito												Montecito												Montecito											
1	1	2	3	0	6	13	9	K	1	0	0	6	13	9	K		0	5	13	9	K			5	9										
6	2	0	5	1	2	8	13	1	0	1	1	2	9	13	1		1	2	9	13	1			2	13										
2	6	1	2	3	1	4	6	2	1	3	3	0	4	6	2		3	1	4	6	2			1	6										
5	2	3	3	2	4	1	3	3	3	2	1	4	1	3	3		3	1	5	1	3	3		5	3										
6	6	1	9	0	1	1	4	2	0	0	1	1	1	4	2		0	1	1	4	2			1	4										
3	5	8	2	6	1	0	5	7	6	6	2	2	1	5	7		6	2	2	1	5	7		2	5										
3	7	3	6	3	5	2	6	3	3	2	4	2	4	2	6		2	4	2	4	2			4	4										
26	29	18	30	15	20	29	31	TOTAL	17	15	13	19	31	31	TOTAL	0	13	20	31	31	TOTAL			20	31										
OMS												OMS												OMS											
287	276	305	304	264	250	228	217	7	308	145	150	250	225	219	7		145	242	228	218	7			242	218										
266	287	281	285	305	266	258	223	8	281	160	172	268	258	223	8		160	266	254	224	8			266	224										
553	563	586	589	569	516	486	440	TOTAL	589	305	322	518	483	442	TOTAL	0	305	508	482	442	TOTAL			508	442										
Solano												Solano												Solano											
93	75	67	63	58	70	61	62	K	67	48	45	70	59	58	K		44	70	58	59	K			70	59										
65	97	67	59	61	65	60	54	1	70	44	43	66	61	55	1		48	61	61	53	1			61	53										
91	70	85	59	57	69	63	58	2	83	43	41	69	62	55	2		43	65	62	54	2			65	54										
99	86	70	74	51	55	57	48	3	72	36	33	55	57	48	3		36	53	56	47	3			53	47										
91	97	69	73	76	51	57	4	71	40	43	54	51	55	4		40	54	49	52	4			54	52											
95	83	82	69	71	57	45	41	5	82	44	46	56	46	42	5		44	58	47	42	5			58	42										
97	88	82	74	59	61	48	44	6	80	33	32	61	49	45	6		33	61	48	44	6			61	44										
631	596	522	471	433	428	385	364	TOTAL	525	288	283	431	385	358	TOTAL	0	288	422	381	351	TOTAL			422	351										
iSchool												iSchool												iSchool											
					16	0		K			78	15	0		K		78	14	0		K			14											
					23	7		1			101	23	7		1		98	21	7		1			21											
					24	7		2			95	26	7		2		93	21	7		2			21											
					27	11		3			103	28	11		3		103	24	11		3			24											
					29	10		4			97	26	10		4		96	28	10		4			28											
					27	17		5			105	27	17		5		107	26	17		5			26											
					43	13		6			93	41	13		6		90	41	13		6			41											
											115		0		7		121																		
					189	65		TOTAL			916	186	65		8		140	175	65		TOTAL			175											
											129		0		TOTAL		926																		
													0		SEAS						4				4										
59	48	44	48	35	33	29	0	Pre-Sch.	51	41	36	30	0	0	Pre-Sch.	41	38	37	38	Pre-Sch.			38	38											
62	63	78	88	81	68	58	0	Spec. Ed.	77		80	75	47	0	Spec. Ed.	80	68	48	69	Spec. Ed.			68	69											

Attendance - Multiple Year Comparison Chart

Encanto	Dec. '16	Dec. '17	Dec. '18	Dec. '19	Dec. '20	Dec. '21	Dec. '22	Dec. '23	Encanto	Jan.'15	Jan.'16	Jan. '17	Jan. '18	Jan. '19	Jan. '20	Jan. '21	Jan. '22	Jan. '22	Jan. '23	Jan. '24	Feb. '21	Feb. '22	Feb. '23	Feb. '24	
K	170	179	180	179	152	164	146	137	K	162	180	166	181	179	180	150	162	145	145	147	150	164	145	144	
1	147	164	171	175	154	148	156	144	1	165	180	144	168	167	178	152	149	154	158	143	152	148	158	143	
2	167	144	163	156	147	148	149	155	2	170	175	165	144	158	155	146	147	150	150	156	146	148	150	153	
3	174	165	134	158	140	127	142	149	3	144	186	171	166	133	157	140	124	142	154	149	140	127	154	149	
<b>TOTAL</b>	<b>658</b>	<b>652</b>	<b>648</b>	<b>668</b>	<b>593</b>	<b>587</b>	<b>593</b>	<b>585</b>	<b>TOTAL</b>	<b>641</b>	<b>721</b>	<b>646</b>	<b>659</b>	<b>637</b>	<b>670</b>	<b>588</b>	<b>582</b>	<b>591</b>	<b>607</b>	<b>595</b>	<b>588</b>	<b>587</b>	<b>607</b>	<b>589</b>	
<b>Clarendon</b>									<b>Clarendon</b>																
4	179	156	147	135	141	102	131	134	4	146	140	181	157	144	137	140	107	132	134	131	140	102	134	132	
5	146	167	159	143	123	112	108	136	5	153	152	148	169	156	144	120	114	105	107	139	120	112	107	138	
6	133	138	161	150	131	100	119	113	6	124	152	131	138	161	151	131	101	119	124	114	131	100	124	117	
<b>TOTAL</b>	<b>458</b>	<b>461</b>	<b>467</b>	<b>428</b>	<b>395</b>	<b>314</b>	<b>358</b>	<b>383</b>	<b>TOTAL</b>	<b>423</b>	<b>444</b>	<b>460</b>	<b>464</b>	<b>461</b>	<b>432</b>	<b>391</b>	<b>322</b>	<b>356</b>	<b>365</b>	<b>384</b>	<b>391</b>	<b>314</b>	<b>365</b>	<b>387</b>	
<b>Longview</b>									<b>Longview</b>																
K	72	83	66	75	62	54	55	45	K	69	67	73	82	65	75	61	55	56	56	47	61	54	56	48	
1	74	72	72	81	75	59	49	70	1	92	74	73	69	72	73	75	57	48	47	68	75	59	47	70	
2	85	77	67	72	70	66	69	48	2	74	78	85	74	68	73	71	67	69	67	49	71	66	67	50	
3	78	73	72	71	70	61	62	56	3	88	73	77	71	71	75	71	59	66	63	56	71	61	63	56	
4	83	76	71	74	72	58	62	66	4	81	88	82	74	74	76	71	56	65	60	67	71	58	60	68	
5	90	72	65	55	64	58	54	67	5	63	68	93	71	66	57	65	58	55	54	65	65	58	54	64	
6	60	89	75	68	55	48	63	63	6	76	61	60	87	76	68	54	49	63	65	63	54	48	65	63	
<b>TOTAL</b>	<b>542</b>	<b>542</b>	<b>488</b>	<b>496</b>	<b>468</b>	<b>404</b>	<b>414</b>	<b>415</b>	<b>TOTAL</b>	<b>543</b>	<b>509</b>	<b>543</b>	<b>528</b>	<b>492</b>	<b>497</b>	<b>468</b>	<b>401</b>	<b>422</b>	<b>412</b>	<b>415</b>	<b>468</b>	<b>404</b>	<b>412</b>	<b>419</b>	
<b>Montecito</b>									<b>Montecito</b>																
K	1	1	1	2	1	5	15	9	K				1	1	1	3	0	5	13	13	9	0	5	13	9
1	4	1	0	5	2	2	8	13	1				5	1	0	4	1	1	9	9	13	1	2	9	13
2	2	7	2	1	3	1	5	6	2			2	7	2	2	3	1	4	4	6	3	1	4	6	
3	3	2	4	3	2	3	2	3	3			5	2	3	3	2	4	2	2	3	2	3	2	3	
4	6	5	1	6	1	1	3	0	4			6	5	1	6	1	1	2	2	0	0	1	2	0	
5	3	5	7	2	6	0	1	0	5			3	5	7	2	6	0	1	1	0	6	0	1	0	
6	2	6	3	4	0	5	3	0	6			2	7	3	5	1	5	2	2	0	3	5	2	0	
<b>TOTAL</b>	<b>21</b>	<b>27</b>	<b>18</b>	<b>23</b>	<b>15</b>	<b>17</b>	<b>37</b>	<b>31</b>	<b>TOTAL</b>	<b>24</b>	<b>28</b>	<b>17</b>	<b>25</b>	<b>14</b>	<b>17</b>	<b>33</b>	<b>33</b>	<b>31</b>	<b>31</b>	<b>15</b>	<b>17</b>	<b>33</b>	<b>31</b>		
<b>OMS</b>									<b>OMS</b>																
7	286	278	302	301	265	247	221	185	7	281	272	288	274	301	306	265	246	208	211	224	265	247	211	223	
8	264	284	290	283	299	269	255	184	8	274	297	262	285	285	284	302	273	242	242	223	302	269	242	223	
<b>TOTAL</b>	<b>550</b>	<b>562</b>	<b>592</b>	<b>584</b>	<b>564</b>	<b>516</b>	<b>476</b>	<b>369</b>	<b>TOTAL</b>	<b>555</b>	<b>569</b>	<b>550</b>	<b>559</b>	<b>586</b>	<b>590</b>	<b>567</b>	<b>519</b>	<b>450</b>	<b>453</b>	<b>447</b>	<b>567</b>	<b>516</b>	<b>453</b>	<b>446</b>	
<b>Solano</b>									<b>Solano</b>																
K	95	71	66	62	60	70	65	60	K	85	77	93	76	68	62	60	74	60	61	63	60	70	61	61	
1	68	94	70	67	60	65	56	57	1	114	88	66	94	70	65	61	66	56	57	55	61	65	57	51	
2	88	67	91	63	61	71	62	59	2	80	101	89	68	89	60	60	72	62	62	57	60	71	62	58	
3	95	81	79	77	50	56	65	50	3	88	81	98	81	68	75	50	62	62	59	51	50	56	59	49	
4	88	98	72	76	76	50	54	56	4	108	98	91	98	74	74	76	52	53	50	56	76	50	50	56	
5	101	86	82	68	71	56	52	39	5	75	105	96	85	81	68	72	57	50	47	37	72	56	47	37	
6	102	89	85	75	57	60	48	47	6	59	74	101	87	85	75	59	59	46	48	43	59	60	48	41	
<b>TOTAL</b>	<b>637</b>	<b>586</b>	<b>545</b>	<b>488</b>	<b>435</b>	<b>428</b>	<b>402</b>	<b>368</b>	<b>TOTAL</b>	<b>609</b>	<b>624</b>	<b>634</b>	<b>589</b>	<b>535</b>	<b>479</b>	<b>438</b>	<b>442</b>	<b>389</b>	<b>384</b>	<b>362</b>	<b>438</b>	<b>428</b>	<b>384</b>	<b>353</b>	
<b>iSchool</b>									<b>iSchool</b>																
K						14	0		K								12	0	0			14	0		
1						24	6		1								19	6	7			24	7		
2						24	6		2								21	6	7			24	7		
3						28	10		3								29	10	11			28	11		
4						28	11		4								25	12	10			28	10		
5						28	18		5								28	18	18			28	18		
6						44	13		6								42	12	13			44	13		
						190	64		<b>TOTAL</b>								176	64	66			190	66		
<b>SEAS</b>									<b>SEAS</b>																
Pre-Sch.	53	39	43	43	36	32	24	32	7											8				7	
Spec. Ed.	63	60	78	86	86	69	68	73	Pre-Sch.	52	41	57	42	48	46	37	27	22	25	36	37	32	25	35	
									Spec. Ed.	90	74	64	59	79	85	84	70	66	64	69	84	69	64	69	



**SpEd Monthly Enrollment Worksheet**

Date: 12/04/2024

Clarendon	Encanto	OMS	Solano	Longview	Montecito	Program	Total
		1	1	1		Private Pl. (OSD Students)	3
			18	16		Pre-School (DD)	34
						Headstart	0
18	16	14	28	7		Self-Contained	83
				5		SEAS	5
41	20	45	16	33	2	Resource	157
18	4	13	5	10		Speech & Lang (w/add'l disability)	0
10	18	1	4	14	2	Speech & Lang	49
					3	Montessori SPED	3
			1			Community PS SPED	1
						Service Plans (Private Sch Stud)	20
						Homebound SPED	2
<b>69</b>	<b>54</b>	<b>61</b>	<b>68</b>	<b>75</b>	<b>7</b>	<b>Totals**</b>	<b>357</b>

**\*\* Totals Do Not Include Speech (w/add'l disability)**

		Self-Contained			
		Lawrance	4	Hearing	5
AZ Day Sch De	1	Allen	7	Vision	3
ACCEL	0	Roberts	11	Orthopedic Impairment	1
The Aces	2	McHale	11	Physical Therapy	8
Service Plans		Regis	7	Occupational Therapy	49
		Parker	5	Autism	58
		Cooper	8	MDSSI	2
		Logrono	6	MiID	9
Suspension Private Pl		Teola Linton Brov	9	MoID	1
		Reddick	7	Voucher	1
		<b>SEAS</b>			
Home Bound Non-SPED		Scilley	5	Peer model Preschool	
				504 Non-SPED	47

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number –VIII-A**

**Agenda Item**

**Approval of School Calendars for 25/26 and 26/27**

For Board:  Action                       Discussion                       Information

**Background –**

The Governing Board has requested of administration to present more than 1 calendar at a time, preferably up to 3 years of calendars in advance. We have moved forward with a gradual 2-year approach to reaching that goal. This year the administration is presenting calendars for the 2025-2026 and 2026-2027 school year. Next year, we will present calendars for the 2027-2028 and 2028-2029 school years, then having us with 3 years ahead, as requested.

The calendars being shared with the Board tonight have been through a series of feedback opportunities. Dr. Robert convened a parent session (seeking input from a few parents from every campus) online that walked through the process of building a calendar, utilizing past Osborn calendars and the already approved calendars from Phoenix Union High School District and a couple other local elementary districts. Dr. Robert then shared that input at a general session meeting of the membership of the Osborn Education Association. Using the input from parents and OEA, Dr. Robert with the district leadership team of Mrs. Toscano, Mrs. Potter-Davis, and Mr. Carranza, constructed 2 calendars, just for the 2025-2026 school year, which were taken to the entire Administrative Team for input. The new input from all these groups resulted in the Calendar A and Calendar B you see tonight. Principals and Directors then presented them to their school sites or departments for their preference. After compiling the data from all staff, the preference was **54%** in favor of Calendar A and **46%** in favor of Calendar B (as of time of publication—updated %age will be provided at the Board meeting live). Using the same time frames for start of year, holidays, and end of year, a similar Calendar A and Calendar B was drafted for the 2026-2027 school year.

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

It is recommended that the Governing Board approve the calendars for the 2025/2026 and 2026/2027 school years.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

## Osborn School District 2025-26 School Calendar

July						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
27	29	30				

\*Two Hour Early Dismissal Every Wednesday

### Symbol Key

- School Breaks/Holidays
- Parent-Teacher Conf./ Early Dismissal
- Quarter/Semester End
- First/Last Day

Dismissal Times	Regular	Early Dismissal Wednesday
	Clarendon/Encanto	2:45 PM
Longview/Solano	3:15 PM	1:15 PM
Montessori	3:00 PM	1:00 PM
OMS	3:55 PM	1:55 PM

<b>First Day Students</b>	August 4	School Resumes	January 5
Labor Day Holiday	September 1	Martin Luther King, Jr. Holiday	January 19
K-8 Parent / Teacher Conf. <b>Early Dismissal</b>	October 1-3	Presidents' Day Holiday	February 16
Fall Break/Indigenous People's Day Observed	October 6-10	Parent / Teacher Conf. <b>Early Dismissal</b>	March 4-6
Veterans Day Holiday	November 11	Spring Break	March 9-13
Thanksgiving Recess	November 26-28	Cesar Chavez Day Observed	March 30
Winter Break	Dec 22- Jan 2	Board Declared Holiday	April 24
		Last Day Students - Early Dismissal	May 21

<b>Quarters:</b>	1st Quarter Ends-Oct 3 (44/90 Days)	Total: 180 Days	<i>Adopted //24</i>
	2nd Quarter/Semester Ends-Dec 19 (46/90 Days)		
	3rd Quarter Ends-March 6 (43/90 Days)		
	4th Quarter/Semester Ends May 21 (47/90 Days)		



## Osborn School District 2025-26 School Calendar

July						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
27	29	30				

\*Two Hour Early Dismissal Every Wednesday

### Symbol Key

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #0070C0; border: 1px solid black; margin-right: 5px;"></span> School Breaks/Holidays</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FFA500; border: 1px solid black; margin-right: 5px;"></span> Parent-Teacher Conf./ Early Dismissal</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #A9A9A9; border: 1px solid black; margin-right: 5px;"></span> Quarter/Semester End</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #00B0F0; border: 1px solid black; margin-right: 5px;"></span> First/Last Day</li> </ul> |
|---|--|

Dismissal Times	Regular	Early Dismissal Wednesday
Clarendon/Encanto	2:45 PM	12:45 PM
Longview/Solano	3:15 PM	1:15 PM
Montessori	3:00 PM	1:00 PM
OMS	3:55 PM	1:55 PM

First Day for Students (early dismissal 7-31-8/1)	July	31	School Resumes	January	6
Labor Day Holiday	September	1	Martin Luther King, Jr. Holiday	January	19
K-8 Family / Teacher Conf. Early Dismissal	October	1-3	Presidents' Day Holiday	February	16
Fall Break/Indigenous Peoples Day Observed	October	6-10	Parent / Teacher Conf. Early Dismissal	March	11-13
Veterans Day Holiday	November	11	Spring Break	March	16-20
Thanksgiving Recess	November	26-28	Cesar Chavez Day Observed	March	30
Winter Break	Dec 22- Jan	2	Board Declared Holiday	April	24
			Last Day Students - Early Dismissal	May	20

Quarters:	1st Quarter Ends-Oct 3 (46/92 Days) 2nd Quarter/Semester Ends-Dec 19 (46/92 Days) 3rd Quarter Ends-March 13 (47/88Days) 4th Quarter/Semester Ends May 20 (42/88 Days)	Total: 180 Days	<i>Adopted</i>
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School District #8

A

## Osborn School District 2026-27 School Calendar

July						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
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April						
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\*Two Hour Early Dismissal Every Wednesday

### Symbol Key

- School Breaks/Holidays
- Parent-Teacher Conf./ Early Dismissal

- Quarter/Semester End
- First/Last Day

Dismissal Times	Regular	Early Dismissal Wednesday
	Clarendon/Encanto	2:45 PM
Longview/Solano	3:15 PM	1:15 PM
Montessori	3:00 PM	1:00 PM
OMS	3:55 PM	1:55 PM

<b>First Day Students</b>	August 3	School Resumes	January 4
Labor Day Holiday	September 7	Martin Luther King, Jr. Holiday	January 18
K-8 Parent / Teacher Conf. <b>Early Dismissal</b>	Sept 30 - Oct 2	Presidents' Day Holiday	February 15
Fall Break/Indigenous Peoples Day Observed	October 5-9	Parent / Teacher Conf. <b>Early Dismissal</b>	March 3-5
Veterans Day Holiday	November 11	Spring Break	March 8-12
Thanksgiving Recess	November 25-27	Cesar Chavez Day Observed	March 29
Winter Break	Dec 21- Jan 1	Board Declared Holiday	April 23
		Last Day Students - Early Dismissal	May 20

Quarters:	1st Quarter Ends-Oct 2 (46/90 Days)	Total: 180 Days
	2nd Quarter/Semester Ends-Dec 18 (46/90 Days)	
	3rd Quarter Ends-March 5 (43/90 Days)	
	4th Quarter/Semester Ends May 20 (47/90 Days)	

Adopted //24

## Osborn School District 2026-27 School Calendar

July						
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April						
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May						
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June						
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\*Two Hour Early Dismissal Every Wednesday

### Symbol Key

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OMS	3:55 PM	1:55 PM

<b>First Day Students (7-30/31 early dismissal)</b>	July 30	School Resumes	January 5
Labor Day Holiday	September 7	Martin Luther King, Jr. Holiday	January 18
K-8 Parent / Teacher Conf. <b>Early Dismissal</b>	Sept 30-Oct 2	Presidents' Day Holiday	February 15
Fall Break/Indigenous Peoples Day Observed	October 5-9	Parent / Teacher Conf. <b>Early Dismissal</b>	March 3-5
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Thanksgiving Recess	November 25-27	Cesar Chavez Day Observed	March 29
Winter Break	Dec 21- Jan 4	Board Declared Holiday	April 23
		Last Day Students - Early Dismissal	May 19

Quarters:	1st Quarter Ends-Oct 2 (46/92 Days)	Total: 180 Days	<i>Adopted</i>
	2nd Quarter/Semester Ends-Dec 18 (46/92 Days)		
	3rd Quarter Ends-March 5 (42/88 Days)		
	4th Quarter/Semester Ends May 19 (46/88 Days)		

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number –VIII-B**

**Agenda Item**

**Approval of Preschool Tuition Rates for 25-26 School Year**

For Board:  Action  Discussion  Information

**Background –**

The proposed tuition rates for the 25-26 school are, in order to meet operational costs are \$800/month (unchanged from the current year). The following discounts and :

- Osborn Employee discount 20%
- Sibling Discount 10%
- DES assistance - all campuses are approved DES eligible facilities
- Quality First Scholarships at Encanto - We currently have 4 full scholarships that were split into 8 partial scholarships allowing us to help more families. Each family has been awarded \$550 per month.
- Osborn Community Preschool Scholarship - partial and full scholarships available based on income eligibility. Since introducing this at the beginning of December, two families have been awarded; one a partial scholarship and the other a full scholarship.
- Preschool Development Grant (PDG) Scholarships 100% of 18 students' tuition at Solano and 23 at Longview based on income eligibility.

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

It is recommended that the Governing Board Approve Preschool Tuition Rates for 25-26 School Year.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

## Osborn Preschool Tuition Schedule 2025-2026 sy

Osborn Montessori Preschool		Osborn Community Dual Language Preschools	
Serving children aged 3, 4, 5		Serving children aged 3 & 4 before September 1st	
Montecito Community School 715 E Montecito Ave Phoenix, AZ 85014		Encanto Elementary School 1420 W Osborn Rd Phoenix, AZ 85013 Longview Elementary School 1209 E Longview Ave Phoenix, AZ 85014 Solano Elementary School 1526 W Missouri Ave Phoenix, AZ 85015	
<b>Yearly Tuition</b>	\$8,000	<b>Yearly Tuition</b>	\$8,000
<b>Monthly Tuition</b>	\$800	<b>Monthly Tuition</b>	\$800
Daily rates (billed monthly)*	\$44.44	Daily rates (billed monthly)*	\$44.44
<b>One Time Registration Fee *</b>	\$25	<b>One Time Registration Fee *</b>	\$25
<b>After School Care</b>			
3PM-5:30PM		\$65 / week	
Aftercare may be offered at certain sites depending on student enrollment and staff availability.			
<b>Payments</b>		<b>DES Assistance</b>	
<b>Payments are due the 1st of the month</b>		<b>If you are eligible to receive financial assistance from the AZ Department of Economic Security (DES), you will be responsible for the following:</b>	
<p>\$30 late fee will be assessed for payments not submitted by the 5th of the month</p> <p>There will be a \$35 returned payment fee for cancelled checks</p> <p>Payments will be accepted on a weekly or monthly basis by credit card, check, or cash</p> <p>First month's tuition payment and registration fee are due at time of registration and are *non-refundable</p> <p>Late Pick-ups will be billed at \$15 per 15 minute interval</p>		<ul style="list-style-type: none"> <li>- Your daily co-pay as determined by DES</li> <li>- Any difference between the daily rate that is subsidized by DES and our daily rate. ( *Daily rates based on yearly tuition and 180 operating days.)</li> <li>- Submitting the required DES documentation</li> </ul>	
<b>Discounts</b>		<b>Financial Assistance</b>	
<b>Osborn staff discount = 20%</b> (OSD staff member must be parent/guardian or same household of enrolled preschool student)		A limited number of scholarships are available based on income eligibility through the Preschool Development Grant (Solano and Longview), Quality First (Encanto), and the Osborn District community preschool scholarship fund.	
<b>Sibling Discount = 10%</b> (sibling must be enrolled in a tuition based program within the Osborn SD)			

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number –VIII-C**

**Agenda Item**

**Approval of Open Enrollment Capacity for 2025-2026 School Year**

For Board:  Action  Discussion  Information

**Background –**

The district is required to provide notice of Open Enrollment, by school/program, at multiple points in the school year. Acceptance of Open Enrollment Registrations will be in accordance with Governing Board Policy JFB with capacity re-evaluated throughout the school year by district administration.

The schools/programs for which Open Enrollment Registrations may be submitted for the 2025-2026 school year are as follows:

**Schools:**

Clarendon School  
Encanto School  
Longview School  
Montecito Community School—Osborn Montessori Program  
Osborn Middle School  
Solano School

**Programs:**

Osborn Dual Language Programs  
Special Education Programs

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

It is recommended the Board approve the Open Enrollment Capacity for the 2025-2026 school year for the schools/programs listed.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – VIII-D**

**Agenda Item**

**Approval and second reading of ASBA recommended revisions to Governing Board Policies**

For Board:  Action       Discussion       Information

**Background –**

Approval of ASBA Policy Revisions:

BAA	Evaluation of School Board/ Board Self-Evaluation
DJE	Bidding/Purchasing Procedures
DJE-R	Bidding/Purchasing Procedures
GCFC	Professional Staff Certification and Credentialing Requirements
GCFC-E	Professional Staff Certification and Credentialing Requirements
GDFA	Support Staff Qualifications and Requirements
GDFA-E	Support Staff Qualifications and Requirements
IGA	Curriculum Development
IMG	Animals in Schools
IMG-R	Animals in Schools
JLCD-R	Medicines/Administering Medicines to Students

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

It is recommended that the Governing Board approve the ASBA recommended revisions to Governing Board Policies.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

Alph Code	Policy Name	Superintendent Notes	Additional Notes
BAA	Evaluation of School Board/ Board Self Evaluation	The language noting an annual meeting by October 30 for the purpose of a board self-evaluation was removed as it is not statutorily required. Language allowing for board discretion was included instead.	
DJE DJE-R	Bidding/Purchasing Procedures	Language was added to ensure Districts are purposefully documenting evidence for their verification process.	
GCFC GCFC-E	Professional Staff Certification and Credentialing Requirements Support Staff Hiring	The Policy and Exhibit were updated to include statutory language in A.R.S. 15-509.	
GDFA GDFA-E	Support Staff Qualifications and Requirements	The Policy and Exhibit were updated to include statutory language in A.R.S. 15-509.	
IGA	Curriculum Development	Language requiring certified personnel to serve on curriculum committees was removed due to a lack of statutory basis.	
IMG IMG-R	Animals in Schools	Language was updated and clarified based on the Americans with Disabilities Act (ADA), § A.R.S. 11-1024, and A.A.C. R13-13-104.	
JLCD-R	Medicines/Administering Medicines to Students	The Arizona State Board of Education updated R7-2-811 on Seizure Management Training. This Rule clarifies the application of SB1654 regarding implementation of correct timelines for school compliance, required maintenance of proof of completed training, and appropriate publication of applicable resources	



first

## Compare Policy Advisory "BAA © EVALUATION OF SCHOOL BOARD / BOARD SELF - EVALUATION" to Policy in Manual

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### BAA © EVALUATION OF SCHOOL BOARD / BOARD SELF - EVALUATION

The Board may meet ~~at least annually, not later than October 30,~~ **should it choose to do so**, for the purpose of appraising its functioning as a Board and to evaluate Board performance. The appraisal plan approved by the Board will be developed by the Board President working with the Superintendent.

Evaluation instruments for Board operation may be used in the process.

The Superintendent and others who regularly work with the Board may be asked to participate in all or a portion of the appraisal.

Areas of Board operations and relationships that may be appropriate to consider during the evaluation of Governing Board procedures may include, but are not limited to:

- ~~Board A.~~ **Board** meetings/decision-making process.
- ~~Policy B.~~ **Policy** development/implementation.
- ~~Board C.~~ **Board**/District goal setting.
- ~~Curriculum D.~~ **Curriculum** and instruction management/program.
- ~~Fiscal E.~~ **Fiscal** management/resource allocation.
- ~~School F.~~ **School** plant planning/management.
- ~~Board G.~~ **Board** member orientation. ● ~~Board~~
- H. **Board** member development.
- ~~Board I.~~ **Board** officer performance.
- ~~J.~~ **Board** member relationships.
- ~~Board K.~~ **Board**-Superintendent relationship. ● ~~Board~~
- L. **Board**-community relationship.
- ~~Legislative M.~~ **Legislative** and governmental relationships.

Adopted: ~~date of Manual adoption~~

~~LEGAL REF.:~~

~~A.R.S.~~

~~15-321~~

<-- z2AdoptionDate -->

CROSS REF.:

BDD - Board-Superintendent Relationship

## Compare Policy Advisory "DJE © BIDDING / PURCHASING PROCEDURES" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### DJE © BIDDING / PURCHASING PROCEDURES

The Superintendent shall be responsible for all purchasing, contracting, competitive bidding, and receiving and processing of all bid protests, in accordance with the Arizona school district procurement rules, including A.A.C. [R7-2-1141](#) *et seq.* A contract shall not be awarded to an entity that does not verify employment eligibility of each employee through the E-verify program in compliance with A.R.S. [23-214](#) subsection A. Each contract shall contain the warranties required by A.R.S. [41-4401](#) relative to the E-verify requirements. [District purchases shall also be in accordance with 2 C.F.R. 200.214 \(Code of Federal Regulations Title 2\).](#)

The Superintendent shall ensure that all aspects of bidding and purchasing procedures conform to federal and state laws, rules and regulations. Administrative regulations shall be established to assure the District is in full compliance, including contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 C.F.R. 200.321).

#### **Purchases Not Requiring Bidding**

Purchases of less than ten thousand dollars (\$10,000) may be made at the discretion of the Superintendent. Such procurements are not subject to competitive purchasing requirements, however reasonable judgment should be used to ensure the purchases are advantageous to the District.

Written price quotations will be requested from at least three (3) vendors for transactions of at least ten thousand dollars (\$10,000) and less than one hundred thousand dollars (\$100,000). If three (3) written price quotations cannot be obtained, documentation showing the vendors contacted that did not offer written price quotations, or explaining why written price quotations were not obtained, shall be maintained on file in the District office.

The District is not required to engage in competitive bidding in order to place a student in a private school that provides special education services if such placement is prescribed in the student's individualized education program and the private school has been approved by the Department of Education Division of Special Education pursuant to A.R.S. [15-765](#). The placement is not subject to rules adopted by the State Board of Education before November 24, 2009 pursuant to A.R.S. [15-213](#).

The District may, without competitive bidding, purchase or contract for any products, materials and services directly from Arizona Industries for the Blind, certified nonprofit agencies that serve individuals with disabilities and Arizona Correctional Industries if the delivery and quality of the goods, materials or services meet the District's reasonable requirements.

Intergovernmental agreements and contracts between school districts or between the District and other governing bodies as provided in A.R.S. [11-952](#) are exempt from competitive bidding under the procurement rules adopted by the State Board of Education pursuant to A.R.S. [15-213](#).

The District is not required to engage in competitive bidding to make a decision to participate in insurance programs authorized by A.R.S. [15-382](#).

The District is not required to obtain bid security for the construction-manager-at-risk method of project delivery.

Unless otherwise provided by law, contracts for materials or services and contracts for job-order-contracting construction services may be entered into if the duration of the contract and the conditions of renewal or extension, if any, are included in the invitation for bids or the request for proposals and if monies are available for the first fiscal period at the time the contract is executed. The duration of contracts for materials or services and contracts for job-order-contracting construction services shall be limited to no more than five (5) years unless the Board determines that a contract of longer duration would be advantageous to the District. Once determined, the decision should be memorialized in meeting minutes and in the contract/bid file. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies. The maximum dollar amount of an individual job order for a job-order-contracting construction service shall be one million dollars (\$1,000,000) or as determined by the Board.

### **Online Bidding**

Until such time as the State Board of Education adopts rules for the procurement of goods and information services by school districts and charter schools using electronic, online bidding, the District may procure goods and information services pursuant to A.R.S. [41-2671](#) through [2673](#) using the rules adopted by the Department of Administration in implementing [41-2671](#) through [2673](#).

### **Purchases Requiring Bidding**

Sealed bids and proposals shall be requested for transactions to purchase construction, materials, or services costing more than one hundred thousand dollars (\$100,000). All transactions must comply with the requirements of the Arizona Administrative Code and the Uniform System of Financial Records.

### **Public Inspection and Rationale for Awarding a Contract**

The Governing Board shall make available, for public inspection, all information, all bids, proposals and qualifications submitted, and all findings and other information considered in determining whose bid conforms to the District's invitation for bids. Documentation provided will include information regarding the most advantageous, with respect to price, conformity to the specifications, and other factors, or whose proposal for qualifications are to be used to select and award the bid. Included in this information will be the rationale for awarding a contract for any specified professional services, construction, construction service or materials to an entity selected from a qualified select bidders list or through a school purchasing cooperative. The invitation for bids, request for proposals or request for qualifications shall include a notice that all information and bids, proposals and qualifications submitted will be made available for public inspection.-

### **Registered Sex Offender Prohibition**

All purchase orders, agreements to purchase, and contracts for services to be provided by personnel other than District employees must include the following statement on the document:

**Registered Sex Offender Restriction.** Pursuant to this order, the named vendor agrees by acceptance of this order that no employee or subcontractor of the vendor, who is required to register as a sex offender, pursuant to A.R.S. [13-3821](#), will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[11-952](#)

[15-213](#)

[15-213.01](#)

[15-213.02](#)

[15-239](#)

[15-323](#)

[15-342](#)

[15-382](#)

[15-765](#)

[15-910.02](#)

[23-214](#)

[34-101](#) et seq.

[35-391](#) et seq.

[35-393](#) et seq.

[38-503](#)

[38-511](#)

[39-121](#)

[41-2632](#)

[41-2636](#)

[41-4401](#)

A.A.C.

[R7-2-1001](#) et seq.

A.G.O.

183-136

187-035

106-002

USFR: VI-G-8 et seq.

2 C.F.R. 200.321

[2 C.F.R. 200.214](#)

CROSS REF.:

[BCB](#) - Board Member Conflict of Interest

[DJ](#) - Purchasing

[DJG](#) - Vendor/Contractor Relations

[GBEAA](#) - Staff Conflict of Interest

[JLIF](#) - Sex Offender Notification

## Compare Policy Advisory "DJE-R ©" to Policy in Manual

first

Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.

last

### DJE-R ©

#### REGULATION

#### BIDDING / PURCHASING PROCEDURES

All District purchases shall be in accordance with the relevant sections of the Arizona Revised Statutes (including, but not limited to [15-213](#), [15-323](#), ~~and~~ [23-214](#) subsection A, [38-503](#), and [41-4401](#)), and the Arizona school district procurement rules set out in the Arizona Administrative Code (A.A.C.) [R7-2-1001](#) through [1195](#), ~~and with the following~~. District purchases shall also be in accordance with 2 CFR 200.214 (Code of Federal Regulations Title 2).

#### Requesting Quotations

Requests for price quotations are to include adequate details and be issued with sufficient lead time to enable vendors to effectively respond. When a contract is to be awarded on the basis of price and additional factors those factors are to be included in the request for quotations. Such factors should include, but are not limited to, the following:

A. Submittal requirements including:

1. Date and time due;
2. Type and manner by which quotations may be received (e.g., telephone, written, fax, e-mail, prepared form);
3. Physical or digital address to which quotations are to be delivered.

B. Specific information the quotation must include.

C. Whether or not negotiations may be held.

D. Options that may be made pursuant to a purchase contract, i.e., extensions and renewals.

E. Contracts for job-order-contracting services shall be limited to no more than five (5) years unless the Board determines that a contract of longer duration would be advantageous to the District and has provided for such duration as a part of bid documents and conditions of renewal or extension within contract language. Such determination should be memorialized in writing and kept in the meeting minutes and contract/bid file.

F. Uniform terms and conditions included in the request by text or reference.

G. Such additional terms, conditions, and instructions as are applicable to the purchase under consideration.

All requests for written quotations shall be at the direction of the Superintendent or a person designated by the Superintendent.

When a vendor is selected on the basis of factors other than lowest price, the reasons shall be documented and filed with the price quotations. Documentation of the quotations process and details including vendor names, persons contacted, telephone numbers and identification of other communication procedures, price results, and determinations are to be documented and retained by the District in a procurement file that includes the pertinent requisition form and purchase order.

A written contract or purchase order must be approved prior to a purchase being made.

### **Cumulative and Like Item Purchases**

An analysis shall be performed annually to determine the extent of the District need to purchase like items. Prior year purchases and applicable demographic, program, and planning data are to be utilized for projecting quantity and cost of like items to fulfill the anticipated need. The outcomes of calculating the projected quantity and cost factors to acquire like items shall inform the determinations as to the appropriate procurement processes to be applied. The proper competitive purchasing strategies must be applied to assure District compliance with the procurement laws and rules. Splitting of orders or other purchasing practices devised to circumvent allowable procurement practices are prohibited. The cumulative costs of purchasing like items by any and all means of acquisition are to be tracked to assure that no purchases are permitted that will result in violation of Governing Board policies and lawful procurement practices.

### **Multiple Year Purchases Totaling Less Than One Hundred Thousand Dollars**

The District may enter into contracts of less than one hundred thousand dollars (\$100,000) for a period up to five (5) years, as follows:

- A. When the terms and conditions of renewal or extension are included in the solicitation for bids;
- B. When monies are available for the first fiscal year at the time of contracting;
- C. When the competitive purchasing method is appropriate to the projected cumulative cost over the term of the multiple year contract.

### **Multiple Year Purchases Totaling More Than One Hundred Thousand Dollars**

The District may enter into contracts for more than one hundred thousand dollars (\$100,000) for a period up to five (5) years, as follows:

- A. The Governing Board has determined in writing that:
  1. The estimated requirements cover the contract period and are reasonable and continuing;
  2. A multi-term contract will serve the District's best interest by encouraging competition or promoting economies in procurement;

3. If monies are not appropriated or available in future years the contract will be cancelled.

If multiple-year quotations are used, the District shall:

- A. Document the time period that the pricing is valid;
- B. Determine the vendor will honor the pricing for the multi-year period;
- C. Secure and maintain written affirmation with the vendor that, although it is the District's intent to purchase certain quantities, all purchases are subject to the availability of funds.

### **Multiple Awards to More Than One Contractor**

Generally, the District should not use multiple awards allowing more than one (1) vendor to supply the same goods or service. However, there are instances in which the District may make multiple awards. If that instance arises, the request for proposals or invitation for bids should clearly state whether multiple awards may be used so bidders can consider that information when pricing their proposals or bids.

A multiple award to more than one (1) vendor should be made only when the District has determined and documented in writing that a single award is not advantageous to the District. The award should also be limited to the least number of suppliers necessary to meet the District's requirements.

### **Bidding Methods**

Sealed bids or proposals will be requested when an award is to be made for a transaction to purchase construction, materials, or services costing more than one hundred thousand dollars (\$100,000). The Superintendent must review the expenditure and make a recommendation to the Board for final action. The Board reserves the right to waive any informality in, or reject, any or all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening of bids.

The bidder to whom the award is made may be required to enter into a written contract with the District.

Pursuant to the procurement code, contracts can be let for a period not to exceed five (5) years.

### **Definitions**

The definition of a term used in this regulation shall be interpreted as being synonymous with the definition of that term listed at [R7-2-1001](#).

### **Prospective Bidders' Lists**

The District shall compile and maintain a prospective bidders' list. Inclusion of the name of a person shall not indicate whether the person is responsible concerning a particular procurement or otherwise capable of successfully performing a District contract.

Persons desiring to be included on the prospective bidders' list shall notify the District. Upon notification, the District shall mail or otherwise provide the person with the District procedures for inclusion on the bidders' list. Within thirty (30) days after receiving the required information,



the District shall add the person to the prospective bidders' list unless the District makes a determination that inclusion is not advantageous to the District.

Persons who fail to respond to invitations for bids for two (2) consecutive procurements of similar items may be removed from the applicable bidders' list after mailing a notice to the person. This notice shall not be required if the two (2) invitations for bids which were not responded to both contained the notice that bidders' names may be removed from the bidders' list if they fail to respond to invitations for bids for two (2) consecutive procurements of similar items. Persons may be reinstated upon request.

Prospective bidders lists shall be available for public inspection, unless the District makes a written determination that it is in the best interest of the District that they should be confidential or private and should not be open for inspection pursuant to A.R.S. [39-121](#).

### **Competitive Sealed Bidding**

If the intended procurement is for construction to cost less than one hundred fifty thousand dollars (\$150,000), the rules established for the simplified school construction procurement program described at [R7-2-1033](#) may be followed. In all other cases, adequate public notice of the invitation for bids shall be given as provided in [R7-2-1022](#) or as provided in [R7-2-1024](#), which are outlined below, and shall indicate that any bid protest shall be filed with the District representative, who shall be named therein.

If notice is given pursuant to [R7-2-1024](#), notice also may be given as provided in [R7-2-1022](#). If fewer than five (5) prospective bidders are included on the bidders list, the notice must also be given as provided in [R7-2-1022](#). When the invitation for bids is for the procurement of services other than those described in [R7-2-1061](#) through [R7-2-1068](#) and [R7-2-1117](#) through [R7-2-1123](#), Specified Professional Services, notice also shall be given as provided in [R7-2-1022](#).

#### **[R7-2-1022:](#)**

In the event there are four (4) or less prospective bidders on the bidders' list, the notice shall include publication in the official newspaper of the county within which the school district is located for two (2) publications which are not less than six (6) nor more than ten (10) days apart. The second publication shall not be less than two (2) weeks before bid opening. The time of publication may be altered if deemed necessary pursuant to [R7-2-1024.A](#).

#### **[R7-2-1024:](#)**

Invitation for bids shall be issued at least fourteen (14) days before the time and date set for bid opening in the invitation for bids unless a shorter time is deemed necessary for a particular procurement as determined by the school district.

The school district shall mail or otherwise furnish invitation for bids or notices of the availability of invitation for bids to all prospective bidders registered with the school district for the specific material, service or construction being bid.

The time and date at which a bid is called due shall be during regular working hours at a regular place of school business or during a public meeting of the Governing Board at its regular meeting place.

Invitations to bid will be sent to all vendors who have requested to bid or who have applied to be placed on a bid list appropriate to the items being sought.

A bid call relating to "construction projects" must describe the nature of the work to be performed and where complete plans, if necessary, may be obtained. Deposits may be required for plans and specifications in good order. A certified check, cashier's check, or surety bond for ten percent (10%) of the bid must accompany each bid, but will be returned to unsuccessful bidders. The successful bidder must present performance and payment bonds for one hundred percent (100%) of the bid within five (5) working days after notification of the award.

Each sealed bid must be submitted in a sealed envelope, addressed to the District, clearly marked on the outside of the envelope, "Sealed Bid for \_\_\_\_\_." The bids shall be opened publicly and read aloud at the time and place stated in the invitation. Awards shall be made with reasonable promptness to the lowest responsible, qualified vendor, taking into consideration all factors set forth in policy. Price shall not be the sole factor in making the bid award. When out-of-state bidders are not to pay sales/use tax, the amount of such tax shall not be a consideration in determining the low bidder. All proposed contracts for outside professional services in excess of the amount calculated by the State Board of Education and made applicable for the year in which the transaction will occur, may be reviewed by the attorney for the District prior to entering into the contract. The policies relating to outside professional services apply only to services required by law to be placed on bid, and even those policies may be set aside if a state of emergency is declared. If a state of emergency is declared, a memorandum will be issued justifying such a declaration, which will be filed in the District's records.

The use of bidding, contracting, or purchasing specifications that are in any way proprietary to one (1) supplier, distributor, or manufacturer is prohibited unless no other resource is practical for the protection of the public interest.

The Board reserves the right to reject any or all bids and to accept the bid that appears to be in the best interest of the District. The Board reserves the right to waive informalities in any bid or to reject any bid, all bids, or any part of any bid. Any bids may be withdrawn prior to the scheduled time for the opening of the bids. Any bids received after the opening begins shall not be accepted. Opening of bids shall not be delayed to accommodate late bid responses. Submitted bids shall be honored for at least thirty (30) days or as otherwise stated in the invitation. All information relating to a bid shall be retained and made available for public inspection after the bids are awarded, and prospective bidders shall be notified of this in the invitation or specifications relating to the bid call.

### **Multistep Sealed Bidding**

The multistep sealed bidding method may be used if the Governing Board determines that:

- A. Available specifications or purchase descriptions are not sufficiently complete to permit full competition without technical evaluations and discussions to ensure mutual understanding between each bidder and the District;
- B. Definite criteria exist for evaluation of technical offers;
- C. More than one (1) technically qualified source is expected to be available; and
- D. A fixed-price contract will be used.

The District may hold a conference with bidders before submission or at any time during the evaluation of the unpriced technical offers.

The multistep sealed bidding method may not be used for construction contracts.

When the multistep sealed bidding method is determined to be advantageous to the District, the procedures set out in [R7-2-1036](#) and [1037](#) shall be followed.

### **Competitive Sealed Proposals**

If, pursuant to [R7-2-1041](#), the Governing Board determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the District, a contract may be entered into by competitive sealed proposals. The Governing Board may make a class determination that it is either not practicable or not advantageous to the District to procure specified types of materials or services by competitive sealed bidding. The competitive sealed proposal method may not be used for construction contracts. The Governing Board may modify or revoke a class determination at any time.

If competitive sealed bidding is neither practicable or advantageous, competitive sealed proposals may be used if it is necessary to:

- A. Use a contract other than a fixed-price type;
- B. Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals;
- C. Afford offerors an opportunity to revise their proposals;
- D. Compare the different price, quality, and contractual factors of the proposals submitted; or
- E. Award a contract in which price is not the determining factor.

Procedures to be applied subsequent to the issuance of an invitation for bids are to be consistent with the requirements set out in [R7-2-1025](#) through [1032](#).

Competitive sealed proposals shall be solicited through a request for proposals. The request for proposals shall set forth those factors listed above for competitive sealed bids that are applicable and shall also state:

- A. The type of services required and a description of the work involved;
- B. The type of contract to be used;
- C. An estimate of the duration the service will be required;
- D. That cost or pricing data is required;
- E. That offerors may designate as proprietary portions of the proposals;
- F. That discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award;
- G. The minimum information that the proposal shall contain;
- H. The closing date and time of receipt of proposals; and
- I. The relative importance of price and other evaluation factors.

Procurement of information systems and telecommunications systems shall include, as criteria in the request for proposal, evaluation factors of the total life cycle cost and application benefits

of the information systems or telecommunication systems.

Procurement of earth-moving, material-handling, road maintenance and construction equipment shall include, as criteria in the request for proposal, evaluation factors of the total life cycle cost including residual value of the earth-moving, material-handling, road maintenance and construction equipment.

A request for proposals shall be issued at least fourteen (14) days before the closing date and time for receipt of proposals unless a shorter time is determined necessary by the District.

Notice of the request for proposals shall be issued in accordance with [R7-2-1022](#).

Before submission of initial proposals, amendments to requests for proposals shall be made in accordance with [R7-2-1026](#). After submission of proposals, amendments may be made in accordance with [R7-2-1036\(C\)](#).

### **Specified Professional Services and Construction Services**

When the procurement of construction services or services to be provided by certain professionals are under consideration, designated District personnel shall become fully familiar with and informed on the requirements established in Arizona Revised Statutes Title 34. The assigned District personnel are to seek assistance from qualified consultants, attorneys, and bond counsel as is necessary and applicable to the projects being considered, including but not limited to determinations of the training, qualifications, experience, fitness, licensure, prior performance, and bonding of potential providers. Procurement activities, including securing the services of persons to assist District personnel as referenced above shall be in accordance with all relevant requirements prescribed by federal and state law and the rules of federal, state, county, and municipal agencies for the acquisition, performance and reporting of the services being sought and acquired.

### **Procurement of Services by Certain Other Classes of Providers**

The purchase of services to be provided by clergy, certified public accountants, physicians, dentists, and legal counsel shall be as specified in [R7-2-1061](#) through [R7-2-1068](#). The procurement of services by an architect, engineer, land surveyor, assayer, geologist, or landscape architect is to be accomplished in compliance with [R7-2-1117](#) and [1118](#). Procurement procedures related to purchasing services from the professional providers are to conform to [R7-2-1119](#) through [1122](#).

### **Contract Requirements**

Care is to be exercised to assure the District's procurement practices conform to the general contract requirements set out at [R7-2-1068](#) through [1086](#) and the accompanying conditions described in [R7-2-1091](#) through [1093](#).

### **Preparation of Specifications**

Specifications for goods, services, and construction items are to be prepared in the manner prescribed by rules [R7-2-1101](#) through [1105](#).

### **Construction Procurement Procedures**

Preparation for inviting bids for construction and the steps to be followed in the construction procurement process shall be guided by and consistent with [R7-2-1109](#) through [1116](#).

## Emergency Purchases

An exception to the above procedures for price competition may be made in the event of an emergency involving the health, safety, or welfare of school personnel or students. In such an emergency, declared by the Superintendent, emergency purchase action may be taken without price competition, if necessary. Even under emergency conditions, price competition should be sought if it will not unacceptably delay the correction of the condition requiring emergency procedures. If emergency purchases are made without price competition, a complete written description of the circumstances pursuant to A.A.C. [R7-2-1055](#) shall be included in the procurement file and maintained in the District office.

## Sole-Source Procurements

A contract may be awarded for a material, service, or construction item without competition if the Governing Board determines in writing that there is only one (1) source for the required material, service, or construction item. The District may require the submission of cost or pricing data in connection with an award pursuant to A.A.C. [R7-2-1053](#). Sole-source procurement shall be avoided, except when no reasonable alternative source exists. A copy of the written evidence and determination of the basis for the sole-source procurement shall be retained in the procurement file by the District.

The District shall, to the extent practicable, negotiate with the single supplier a contract advantageous to the District.

## Cooperative Purchasing Agreements

Procurements in accordance with intergovernmental agreements and contracts between the District and other governing bodies as authorized by ~~A.R.S. 15-952~~ [are Arizona Revised Statute](#) [are](#) exempt from competitive bidding requirements under A.R.S. [15-213](#). Inspection of and payment for materials and services acquired under a cooperative purchasing agreement are the obligation of the District.

## Due Diligence

The District is responsible for ensuring that all procurements are done in accordance with school district procurement rules whether the procurement is done independently or through a cooperative purchasing agreement. The District shall develop and follow a clear plan prescribing the purchasing practices to be followed. The plan will describe the elements of internal control and auditing to assure the District's procedures are sufficient to confirm the adequacy of the procurements practices and that the accountability of all personnel engaged in procurement practices is regularly evaluated and corrective measures taken when necessary. The due diligence activities shall include the use of the applicable sections of the Uniform System of Financial Records (USFR) Compliance Questionnaire for school districts when assessing the quality of the procurements procedures and the competence of the persons performing the procedures. Day-to-day and periodic formal checks of due diligence performance are to be documented and retained in a procurement file.

## Federal Regulations for Suspension

### and Debarment Verification

If a requisition involves the expenditure of funds received from Federal assistance, these procedures must include a process that confirms and documents verification of vendor suspension and debarment, per 2 CFR § 200.214 (Code of Federal Regulations Title 2). This verification can be done by accessing [www.sam.gov/sam/](http://www.sam.gov/sam/) where names of parties debarred,

suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or other regulatory authority can be found. Federal regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A covered transaction includes a contract for audit services (that is federally required) and contracts for goods or services in the amount of at least, twenty-five thousand dollars (\$25,000), including subcontracts. Evidence and documentation of this verification process should be maintained by the Superintendent

**Compare Policy Advisory "GCFC © PROFESSIONAL STAFF  
CERTIFICATION AND CREDENTIALING REQUIREMENTS" to  
Policy in Manual**

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

**GCFC ©  
PROFESSIONAL STAFF CERTIFICATION  
AND CREDENTIALING REQUIREMENTS**

**(Fingerprinting Requirements)**

**New Hires**

All certificated personnel to be hired by the District shall be fingerprinted as a condition of employment, except for personnel who, as a condition of certification are required to have a valid fingerprint clearance card.

The candidate's fingerprints shall be submitted, along with the form presented as an exhibit to this policy, immediately upon being notified of possible employment. The form shall be considered a part of the application for employment.

An expired fingerprint clearance card may be used to satisfy the fingerprint requirements of section [15-183](#), [15-503](#), [15-512](#), [15-534](#), [15-782.02](#), [15-1330](#) or [15-1881](#) if the person signs an affidavit stating both of the following:

- A. The person submitted a completed application to the Finger Printing Division of the Department of Public Safety for a new fingerprint clearance card within ninety (90) days before the expiration date on the person's current fingerprint clearance card.
- B. The person is not awaiting trial on and has not been convicted of a criminal offense that would make the person ineligible for a fingerprint clearance card.

This does not apply to a fingerprint clearance card that has been denied, suspended or revoked or to a person who has requested a good cause exception hearing.

Candidates shall certify on the prescribed notarized forms whether they are awaiting trial on or have ever been convicted of or admitted in open court or pursuant to a plea agreement committing any of the following criminal offenses in Arizona or similar offenses in any other jurisdiction, including a charge or conviction that has been vacated, set aside or expunged:

- A. Sexual abuse of a minor.
- B. Incest.
- C. First- or second-degree murder.
- D. Kidnapping.
- E. Arson.

- F. Sexual assault.
- G. Sexual exploitation of a minor.
- H. Felony offenses involving contributing to the delinquency of a minor.
- I. Commercial sexual exploitation of a minor.
- J. Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs.
- K. Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.
- L. Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.
- M. Burglary in the first degree.
- N. Burglary in the second or third degree.
- O. Aggravated or armed robbery.
- P. Robbery.
- Q. A dangerous crime against children as defined in A.R.S. [13-705](#).
- R. Child abuse.
- S. Sexual conduct with a minor.
- T. Molestation of a child.
- U. Manslaughter.
- V. Aggravated assault.
- W. Assault.
- X. Exploitation of minors involving drug offenses.
- Y. Sexual abuse under A.R.S. [13-1404](#) or sexual assault under [13-1406](#) in which the victim was a minor.
- Z. An act committed in another state or territory that if committed in this state would have been subject to disclosure under Q and Y above.
- AA. Any crime that requires the person to register as a sex offender pursuant to A.R.S. [13-3821](#).
- AB. A preparatory offense as prescribed in A.R.S. [13-1001](#) of any offense that is subject to disclosure under Q, S, Y, Z, or AA above.

A person who makes a false statement, representation, or certification in any application for employment with the School District is guilty of a class 3 misdemeanor.



The District may refuse to hire or may review or terminate personnel who have been convicted of or admitted committing any of the criminal offenses above or a similar offense in another jurisdiction. In conducting a review, the Governing Board shall utilize the guidelines, including the list of offenses that are not subject to review, as prescribed by the State Board of Education pursuant to A.R.S. [15-534](#). In considering whether to hire or terminate the employment of a person, the Governing Board shall take into account the factors listed in A.R.S. [15-512](#).

When considering termination of an employee pursuant to A.R.S. [15-512](#), a hearing shall be held to determine whether a person already employed shall be terminated.

The Superintendent shall develop and implement procedures that include the following in the employment process:

- A. Provide for fingerprinting of employees covered under this policy and A.R.S. [15-512](#).
- B. Provide for fingerprint checks pursuant to A.R.S. [41-1750](#).

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.

[13-705](#)

[15-183](#)

[15-503](#)

[15-509](#)

[15-512](#)

[15-534](#)

[15-782.02](#)

[15-1330](#)

[15-1881](#)

[23-1361](#)

[41-1750](#)

[41-1758.07](#)

CROSS REF.:

[GCF](#) - Professional Staff Hiring

[GCG](#) - Part-Time and Substitute Professional Staff Employment

[JOC](#) - School Volunteers

**Compare Policy Advisory "GCFC-E ©" to Policy in Manual**

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### GCFC-E ©

EXHIBIT

#### PROFESSIONAL STAFF ~~GERTIFICATION~~CERTIFICATION AND CREDENTIALING REQUIREMENTS

Name (typed or printed)	Position

I, \_\_\_\_\_, being duly sworn, do hereby certify that I have never been convicted of or admitted in open court or pursuant to a plea agreement committing, and am not now awaiting trial for committing, any of the following criminal offenses in the state of Arizona or similar offenses in any other jurisdiction, including a charge or conviction that has been vacated, set aside or expunged:-

~~Sexual~~

A. ~~Sexual~~ abuse of a minor.

~~Incest~~

~~First~~

B. Incest.

C. ~~First-~~ or second-degree murder.

~~Kidnapping~~

~~Arson~~

~~Sexual assault~~

~~Sexual~~

D. Kidnapping.

E. Arson.

F. Sexual assault.

G. ~~Sexual~~ exploitation of a minor.

~~Felony~~

H. ~~Felony~~ offenses involving contributing to the delinquency of a minor.

~~Commercial~~

I. ~~Commercial~~ sexual exploitation of a minor.

~~Felony~~

J. ~~Felony~~ offenses involving sale,

~~distribution~~

~~distribution~~, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs.

~~Felony~~

K. ~~Felony~~ offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.

~~Misdemeanor~~

L. ~~Misdemeanor~~ offenses involving the possession or use of marijuana or dangerous drugs.

M. Burglary in the first degree.

~~Burglary~~

N. ~~Burglary~~ in the second or

third degree.

~~Aggravated~~

O. ~~Aggravated~~ or armed robbery.

~~Robbery~~~~A~~

P. ~~Robbery~~.

Q. ~~A~~ dangerous crime against

children as defined in

A.R.S.

13-705.

~~Child~~

R. Child abuse.

~~Sexual~~

S. Sexual conduct with a minor.

~~Molestation~~

T. Molestation of a child.

~~Manslaughter~~

~~Assault or Aggravated~~

~~assault~~

~~Exploitation of minors~~

U. Manslaughter.

V. Aggravated assault.

W. Assault.

X. Exploitation of minors involving drug offenses.

Y. Sexual abuse under A.R.S. 13-1404 or sexual assault under 13-1406 in which the victim was a minor.

Z. An act committed in another state or territory that if committed in this state would have been subject to disclosure under Q and Y above.

AA. Any crime that requires the person to register as a sex offender pursuant to A.R.S. 13-3821.

AB. A preparatory offense as prescribed in A.R.S. 13-1001 of any offense that is subject to disclosure under Q, S, Y, Z, or AA above.

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date signed

Subscribed, sworn to, and acknowledged before me by \_\_\_\_\_

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

in \_\_\_\_\_ County, Arizona.

My Commission Expires

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Notary Public

**Compare Policy Advisory "GDFA © SUPPORT STAFF  
 first QUALIFICATIONS AND REQUIREMENTS" to Policy in Manual last**  
*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk  
 through the modifications.*

**GDFA ©  
 SUPPORT STAFF ~~QUALIFICATIONS~~ QUALIFICATIONS  
 AND REQUIREMENTS**

**(Fingerprinting Requirements)**

All newly hired noncertificated District personnel - and personnel who are not paid employees of the District and who are not either the parents or the guardians of students who attend school in the District but who are required or allowed to provide services directly to students without the supervision of a certificated employee - shall be fingerprinted as a condition of employment, except for the following:

- A. Personnel who are required as a condition of licensing to be fingerprinted if the license is required for employment.
- B. Personnel who were previously employed by the District and who reestablished employment with the District within one (1) year after the date that the employee terminated employment with the District.

The School District may require noncertificated personnel and personnel who are not paid employees of the School District and who are not either the parent or the guardian of a pupil who attends school in the School District but who are required or allowed to provide services directly to pupils without the supervision of a certificated employee to obtain a fingerprint clearance card as a condition of employment.

For the purposes of this policy, *supervision* means under the direction of and, except for brief periods of time during a school day or a school activity, within sight of a certificated employee when providing direct services to students.

If the School District does not require a fingerprint clearance card as a condition of employment, noncertificated personnel and personnel who are not paid employees of the School District and who are not either the parent or the guardian of a pupil who attends school in the School District but who are required or allowed to provide services directly to pupils without the supervision of a certificated employee may apply for a fingerprint clearance card. A school district may release the results of a background check or communicate whether the person has been issued or denied a fingerprint clearance card to another school district for employment purposes.

The District may fingerprint or require any other employee of the District to obtain a fingerprint clearance card, whether paid or not, or any other applicant for employment with the School District not otherwise required by law. The District may not charge the costs of the fingerprint check or fingerprint clearance card to the fingerprinted applicant or nonpaid employee.

The candidate's fingerprints shall be submitted, along with the form prescribed in GDFA-E, within twenty (20) days after being selected.—~~The~~ The form shall be considered a part of the

application for employment. The District may terminate an employee if the information on the affidavit required by A.R.S. [15-512](#) is inconsistent with information received from the fingerprint check or the information received in connection with a fingerprint clearance card application.

**School Bus Drivers** – An applicant shall submit an Identity Verified Fingerprint Card as described in A.R.S. [15-106](#) that the Department of Public Safety shall use to process the fingerprint clearance card as outlined in A.R.S. [15-106](#). A person who is issued a school bus driver certificate shall maintain a valid Identity Verified Fingerprint Clearance Card for the duration of any school bus driver certification period.—

The District will assume the cost of fingerprint checks or fingerprint clearance card applications but will assess the employee for charges incurred. Personnel who are not paid employees will not be charged for fingerprint costs.

Individuals shall certify on the prescribed notarized forms whether they are awaiting trial on or have ever been convicted of or admitted in open court or pursuant to a plea agreement committing any of the following criminal offenses in Arizona or similar offenses in any other jurisdiction, including a charge or conviction that has been vacated, set aside or expunged:

- A. Sexual abuse of a minor.
- B. Incest.
- C. First- or second-degree murder.
- D. Kidnapping.
- E. Arson.
- F. Sexual assault.
- G. Sexual exploitation of a minor.
- H. Felony offenses involving contributing to the delinquency of a minor.
- I. ~~Commercial~~ Commercial sexual exploitation of a minor.
- J. Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs.
- K. Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.
- L. Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.
- M. Burglary in the first degree.
- N. Burglary in the second or third degree.
- O. Aggravated or armed robbery.
- P. Robbery.
- Q. A dangerous crime against children as defined in A.R.S. [13-705](#).

- R. Child abuse.
- S. Sexual conduct with a minor.
- T. Molestation of a child.
- U. Manslaughter.
- V. Aggravated assault.
- W. Assault.
- X. Exploitation of minors involving drug offenses.
- Y. [Sexual abuse under A.R.S. 13-1404](#) or sexual assault under [13-1406](#) in which the victim was a minor.
- Z. An act committed in another state or territory that if committed in this state would have been subject to disclosure under Q and Y above.
- AA. Any crime that requires the person to register as a sex offender pursuant to A.R.S. [13-3821](#).
- AB. A preparatory offense as prescribed in A.R.S. [13-1001](#) of any offense that is subject to disclosure under Q, S, Y, Z, or AA above.

A person who makes a false statement, representation, or certification in any application for employment with the School District is guilty of a class 3 misdemeanor.

The District may refuse to hire or may review or terminate personnel who have been convicted of or admitted committing any of the criminal offenses above or a similar offense in another jurisdiction. In conducting a review, the Governing Board shall utilize the guidelines, including the list of offenses that are not subject to review, as prescribed by the State Board of Education pursuant to A.R.S. [15-534](#). In considering whether to hire or terminate the employment of a person, the Governing Board shall take into account the factors listed in A.R.S. [15-512](#).

When considering termination of an employee pursuant to A.R.S. [15-512](#), a hearing shall be held to determine whether a person already employed shall be terminated.

The Superintendent shall develop and implement procedures that include the following in the employment process:

- A. Provide for fingerprinting of employees covered under this policy and A.R.S. [15-512](#).
- B. Provide for fingerprint checks pursuant to A.R.S. [41-1750](#).
- C. Provide for properly assessing employees for fingerprint checks and depositing said funds with the county treasurer.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:

A.R.S.  
[13-705](#)  
[15-106](#)  
[15-509](#)



[15-512](#)

[15-534](#)

[23-1361](#)

[41-1750](#)

CROSS REF.:

[EEAEA](#) — Bus Driver Requirements, Training, and Responsibilities

[GDF](#) - Support Staff Hiring

[GDG](#) - Part-Time and Substitute Support Staff Employment

[JLIA](#) - Supervision of Students

**Compare Policy Advisory "G DFA-E ©" to Policy in Manual**

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

**G DFA-E ©**

**EXHIBIT**

**SUPPORT STAFF QUALIFICATIONS AND REQUIREMENTS**

Name (typed or printed)	Position
-------------------------	----------

I, \_\_\_\_\_, being duly sworn, do hereby certify that I have never been convicted of or admitted in open court or pursuant to a plea agreement committing, and am not now awaiting trial for committing, any of the following criminal offenses in the state of Arizona or similar offenses in any other jurisdiction, including a charge or conviction that has been vacated, set aside or expunged:-

~~Sexual~~

A. Sexual abuse of a minor.

~~Incest~~

~~First~~

B. Incest.

C. First- or second-degree murder.

~~Kidnapping~~

~~Arson~~

~~Sexual assault~~

~~Sexual~~

D. Kidnapping.

E. Arson.

F. Sexual assault.

G. Sexual exploitation of a minor.

~~Felony~~

H. Felony offenses involving contributing to the delinquency of a minor.

~~Commercial~~

I. **Commercial** sexual exploitation of a minor.

~~Felony~~

J. **Felony** offenses involving sale,

~~distribution~~

**distribution**, or transportation of, offer to sell, transport, or distribute, **or conspiracy to sell, transport, or distribute** marijuana or dangerous or narcotic drugs.

~~Felony~~

K. **Felony** offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs.

~~Misdemeanor~~

L. **Misdemeanor** offenses involving the possession or use of marijuana or dangerous drugs.

M. Burglary in the first degree.

~~Burglary~~

N. **Burglary** in the second or

third degree.

~~Aggravated~~

O. **Aggravated** or armed robbery.

~~Robbery~~

~~A~~

P. **Robbery**.

Q. **A** dangerous crime against

children as defined in

A.R.S.

-

[13-705.](#)

~~Child~~

R. Child abuse.

~~Sexual~~

S. Sexual conduct with a minor.

~~Molestation~~

T. Molestation of a child.

~~Manslaughter~~

~~Assault or Aggravated~~

~~assault~~

~~Exploitation of minors~~

U. Manslaughter.

V. Aggravated assault.

W. Assault.

X. Exploitation of minors involving drug offenses.

Y. Sexual abuse under A.R.S. [13-1404](#) or sexual assault under [13-1406](#) in which the victim was a minor.

Z. An act committed in another state or territory that if committed in this state would have been subject to disclosure under Q and Y above.

AA. Any crime that requires the person to register as a sex offender pursuant to A.R.S. [13-3821](#).

AB. A preparatory offense as prescribed in A.R.S. [13-1001](#) of any offense that is subject to disclosure under Q, S, Y, Z, or AA above.

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date signed

Subscribed, sworn to, and acknowledged before me by \_\_\_\_\_

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

in \_\_\_\_\_ County, Arizona.

My Commission Expires

---

Notary Public

## Compare Policy Advisory "IGA © CURRICULUM DEVELOPMENT" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### IGA © CURRICULUM DEVELOPMENT

The need and value of a systematic, ongoing program of curriculum development and evaluation involving students, parents, teachers, and administrators are recognized. It is essential that the school system continually develop and modify its curriculum to meet changing needs. The Board authorizes the Superintendent to develop the curriculum for the school system and to organize committees to review the curriculum. Meetings of ~~Board-~~ authorized textbook selection committees shall comply with open meeting law requirements (A.R.S. [15-721\(F\)](#) or [15-722\(B\)](#)). All curriculum changes shall be approved by the Governing Board.

It shall be the responsibility of the Superintendent to develop proposals relating to curriculum modifications and additions that, in the opinion of the professional staff and consultants, are essential to the maintenance of a high-quality program of education from prekindergarten (PK) through grade twelve (12).

~~All certificated personnel have professional obligations to the school program beyond regular classroom duties, and these obligations will include work on curriculum committees.~~

Adopted: <-- z2AdoptionDate -->

#### LEGAL REF.:

A.R.S.

[15-203](#)

[15-341](#)

[15-701](#)

[15-701.01](#)

[15-721](#)

[15-722](#)

[38-431](#)

[38-431.09](#)

## Compare Policy Advisory "IMG © ANIMALS IN SCHOOLS" to Policy in Manual

first

last

*Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.*

### IMG © ANIMALS IN SCHOOLS

The Superintendent may establish procedures for appropriately and humanely bringing live animals into a classroom. Such procedures shall forbid the transporting of live animals **on school buses** that are not service animals ~~on school buses unless the animal is present for an educational purpose by written approval from the Superintendent or school principal.~~ **Service animal** as defined at A.R.S. [11-1024](#).

**Service animal** means any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. Service animal does not include other species of animals, whether wild or domestic or trained or untrained.

Per the Americans with Disabilities Act (ADA), service animals must be under the control of the handler at all times. In most instances, the handler will be the individual with a disability or a third party who accompanies the individual with a disability. The District may need to provide some assistance to enable a particular student to handle his or her service animal. The service animal must be harnessed, leashed, or tethered while in public places unless these devices interfere with the service animal's work or the person's disability prevents use of these devices.

In that case, the person must use voice, signal, or other effective means to maintain control of the animal. If a service animal is out of control and the handler does not take effective action to control it, staff may request that the animal be removed from the premises.

Any person or entity that operates a public place shall not discriminate against individuals with disabilities who use service animals if the work or tasks performed by the service animal are directly related to the individual's disability. Work or tasks include assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing nonviolent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities and helping individuals with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort or companionship do not constitute work or tasks.

Adopted: ~~date of Manual adoption~~`<-- z2AdoptionDate -->`

LEGAL REF.:

A.R.S.

[11-1024](#)

[11-1025](#)

A.A.C.

~~R17R13-913-102104~~



## Compare Policy Advisory "IMG-R ©" to Policy in Manual

first

Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.

last

### IMG-R ©

#### REGULATION

#### ANIMALS IN SCHOOLS

Animals may be brought into the classroom for educational purposes. However, they must be appropriately and humanely cared for, and properly handled. Any person who wishes to bring an animal into the classroom must receive prior **written** permission from the principal.— The following documentation will be provided to the principal, as appropriate, prior to approval: the vaccination history of the animal, including proof of current rabies and distemper vaccinations; proof of current licensure; proof that the animal has been spayed or neutered; proof of treatment of fleas and ticks; and current certificate from a veterinarian that the animal is healthy and disease free. All provided documentation will be kept in the building administrator and/or Superintendent offices.

The following guidelines shall apply to animals in the schools:

- ~~Prior to granting permission, teachers~~A. Teachers should check with the school **office nurse** regarding any known **allergies among** ~~allergies among~~ students in the classroom. If allergies exist, parents must be contacted for further direction.
- ~~Animals~~B. **Animals** shall not be transported on school buses. ●—~~Teachers~~
- C. **Animals shall not be transported in other District vehicles without written authorization.**
- D. **Teachers** must assume primary responsibility for the humane and proper treatment of any animals in ~~the classroom.~~ ●—~~Only the classroom.~~
- E. **The animal must present no physical danger to students or staff members.**
- F. **Only** the teacher or students designated by the teacher are to handle the animals.
- ~~If~~G. If animals are to be kept in the classroom on days when classes are not in session, the teacher must ~~make arrangements~~ **make arrangements** for their **proper** care and safety. ●—~~Staff~~ **The classroom shall be kept clean and free of any animal waste.**
- H. **The staff member must adhere to local, state and federal laws and to District policies and regulations regarding such animals.**
- I. **Staff** members or students who have been bitten by an animal shall report such incident to the principal ~~and~~ **and the nurse** immediately. The principal should notify the public health authorities if the injury merits ~~medical follow~~ **medical follow-up**. Public health authorities should determine the appropriate action and period of confinement ~~for an~~ **for an** animal if an injury results. Any animal involved in a serious injury must be impounded until ~~authorization for~~ **authorization for** release is granted by health authorities. **The owner of the animal is liable for any damage to District or personal**

property and any injuries to individuals caused by the owner's animal while on District property.

## Compare Policy Advisory "JLCD-R ©" to Policy in Manual

first

Click on the changed parts for a detailed description. Use the left and right arrow keys to walk through the modifications.

last

### JLCD-R ©

#### REGULATION

#### MEDICINES / ADMINISTERING MEDICINES TO STUDENTS

#### (Medication Procedures)

#### Prescription Drugs

For occasions when it is necessary for a student to receive a prescription drug during the school day, the following procedure has been established to ensure the protection of the school and the student and to assure compliance with existing rules and regulations:

#### ***Administration by school personnel:***

- A. The medication must be prescribed by a physician.
- B. The parent or guardian must provide written permission to administer the medicine to the student. Appropriate forms are available from the school office.
- C. The medication must come to the school office in the prescription container as put up by the pharmacist. Written directions from the physician or pharmacist must state the name of the patient, the name of the medicine, the dosage, and the time it is to be given.
- D. An administrator may designate a school employee to administer the medication.
- E. Any medication administration services specified in the child's diabetes medical management plan shall be provided.
- F. Two (2) or more school employees, subject to final approval by the student's parent or guardian, may volunteer to serve as diabetes care assistants. Voluntary diabetes care assistants are allowed to administer insulin, assist the student with self-administration of insulin, administer glucagon in an emergency situation to a student or perform any combination of these actions if all of the following conditions exist:
  1. A school nurse or another health professional who is licensed pursuant to statute or a nurse practitioner who is licensed pursuant to statute is not immediately available to attend to the student at the time of the emergency.
  2. If the voluntary diabetes care assistant is authorized to administer glucagon, either a) the parent or guardian must provide to the school an unexpired glucagon kit prescribed for the student by an appropriately licensed health care professional or nurse practitioner; b) the School District has obtained glucagon pursuant to a standing order.

3. The voluntary diabetes care assistant has provided to the school a written statement signed by an appropriately licensed health professional that the voluntary diabetes care assistant has received proper training in administering glucagon, including the training specified in A.R.S. [15-344.01](#).
  4. If the voluntary diabetes care assistant is authorized to administer insulin, the parent or guardian of the student has provided insulin and all equipment and supplies that are necessary for insulin administration by voluntary diabetes care assistants.
  5. The training provided by an appropriately licensed health professional includes all of the following:
    - a. An overview of all types of diabetes.
    - b. The symptoms and treatment of hyperglycemia and hypoglycemia.
    - c. Techniques for determining the proper dose of insulin in a specific situation based on instructions provided in the orders submitted by the student's physician.
    - d. Techniques for recognizing the symptoms that require the administration of glucagon.
    - e. Techniques on administering glucagon.
  6. A District employee shall not be subject to any penalty or disciplinary action for refusing to serve as a voluntary diabetes care assistant.
  7. A school district may annually request a standing order for glucagon from an appropriately licensed health professional. If a standing order is obtained, a school may stock one (1) or more doses of glucagon for emergency administration to a student by an appropriately licensed medical professional or a voluntary diabetes care assistant. A school district may accept monetary donations, grants, or third-party programs to obtain glucagon.
  8. Each employee or contractor of a school district that implements all or part of a Diabetes Medical Management Plan shall provide a written statement signed by an appropriately licensed health professional that the employee or contractor has received proper training in administering glucagon. This training must be renewed at regular intervals, as prescribed by the School District Governing Board.
  9. The District, employees of the District, and properly licensed health professionals, volunteer health professionals, physician assistants, and nurse practitioners are immune from civil liability for the consequences of the good faith adoption and implementation of policies and procedures pursuant to District policy and this regulation, including the training of voluntary diabetes care assistants.
- G. Each administration of prescription drugs must be documented, making a record of the student having received the medication.
- H. Drugs must be kept in their original containers in a locked medicine cabinet.

***Self-administration:***

- A. When the ~~pphysician~~-physician feels it is necessary for the student to carry and self-administer the medication, the physician shall provide written recommendations, to be attached to the signed parent permission form except in the case of medication for diagnosed anaphylaxis and breathing disorders requiring handheld inhaler devices. In these cases, the student's name on the prescription label is sufficient for the physician's recommendation.
- B. The student's diabetes medical management plan provided by the parent or guardian shall be signed by the appropriately licensed health professional or nurse practitioner and shall state that the student is capable of self-monitoring blood glucose and shall list the medications, monitoring equipment, and nutritional needs that are medically appropriate for the student to self-administer and that have been prescribed or authorized for that student. The student must be able to practice proper safety precautions for handling and disposing of the equipment and medications that the student is authorized to use under these provisions. The student's diabetes medical management plan shall specify a method to dispose of equipment and medications in a manner agreed on by the parent or guardian and the school.
- C. The parent or guardian must provide written permission for the student to self-administer and carry the medication. Appropriate forms are available from the school office.
- D. The medication must come in the prescription container as put up by the pharmacist.

### **Over-the-Counter Medication**

When it is necessary for a student to receive a medicine that does not require a prescription order but is sold, offered, promoted, and advertised to the general public, the following procedure has been established to ensure the protection of the school and the student:

#### ***Administration by school personnel:***

- A. Written permission must be provided by the parent or guardian for the administration of specific over-the-counter drugs.
- B. Any over-the-counter drug or medicine sent by the parent to be administered to a student must come to the school office in the original manufacturer's packaging with all directions, dosages, compound contents, and proportions clearly marked.
- C. An administrator may designate a school employee to administer a specific over-the-counter drug.
- D. Each instance of administration of an over-the-counter drug must be documented in the daily log.
- E. Over-the-counter drugs must be kept in their original containers in a locked medicine cabinet.

#### ***Self-administration:***

- A. Written permission must be provided by the parent or guardian for the administration of specific over-the-counter drugs by the student.
- B. Over-the-counter drugs or medicine sent by the parent to be administered by the student must be kept by the student in the original manufacturer's packaging, with all directions, dosages, compound contents, and proportions clearly marked.

C. *Necessity* for self-administration of an over-the-counter drug or medicine shall be determined by the student's physician and must be verified by a signed physician's statement attached to the parent or guardian permission form, indicating the specific drug or medicine.

## **Protection of Students**

Use or administration of medication on school premises may be disallowed or strictly limited if it is determined by the Superintendent, in consultation with medical personnel, that a threat of abuse or misuse of the medicine may pose a risk of harm to a member of the student population.

The student shall take extraordinary precautions to keep secure any medication or drug, and under no circumstances shall make available, provide, or give the item to another person. The student shall immediately report the loss or theft of any medication brought onto school campus. Violation of this regulation may subject the student to disciplinary action.

## **Inhalers**

### ***Administration by school personnel:***

School personnel administering inhalers will do the following:

- A. Determine if symptoms indicate possible respiratory distress or emergency and determine if the use of an inhaler will properly address the respiratory distress or emergency.
- B. Administer the correct dose of inhaler medication, as directed by the prescription protocol, regardless of whether the individual who is believed to be experiencing respiratory distress has a prescription for an inhaler and spacer or holding chamber or has been previously diagnosed with a condition requiring an inhaler.
- C. Restrict physical activity, encourage slow breaths, and allow the individual to rest.
- D. Assure that trained personnel stay with the subject who has been administered inhaler medication until it is determined whether the medication alleviates symptoms.
- E. If applicable, instruct office staff to notify the school nurse if the inhaler is administered by a trained but non-licensed person.
- F. Instruct school staff to notify the parent or guardian.
- G. Call 911 if severe respiratory distress continues. Advise that inhaler medication was administered and stay with the person until emergency medical responders arrive.
- H. If the individual shows improvement, keep the individual under supervision until breathing returns to normal, with no more chest tightness or shortness of breath, and the individual can walk and talk easily.
- I. Allow a student to return to class if breathing has returned to normal and all symptoms have resolved.
- J. Notify a parent or guardian once the inhaler has been administered and the student has returned to class.

K. Document the incident detailing who administered the inhaler, the approximate time of the incident, notifications made to the school administration, emergency responders, and parents/guardians.

L. Retain the incident data on file at the school pursuant to the general records retention schedule regarding health records for school districts and charter schools established by the Arizona State Library, Archives and Public Records.

M. Order replacement inhalers, spacers and holding chambers as needed.

## **Seizure Management Plans**

The School District will verify and accept student seizure management plans as follows:

A. Before or at the beginning of the school year, at enrollment, or as soon as practicable following diagnosis of the student's seizure disorder.

B. The school will annually request up-to-date management plans from parents or guardians.

The District will not accept seizure management plans unless the plan includes the following:

A. An outline of procedures recommended by the physician or registered nurse practitioner responsible for the student's seizure treatment plan.

B. An outline of other health care services available at school that the student may receive to help manage the student's seizure disorder at school.

C. A signature by the student's parent or guardian *AND* the physician or registered nurse practitioner responsible for the student's seizure treatment.

Seizure management plans must be provided to the school health office.

### ***Seizure Management Training:***

A. All State Board of Education (SBE)-approved courses of instruction shall issue certificates indicating successful completion of seizure management training and the completion date of course. School personnel shall submit this certificate to the school.

B. A school shall maintain and make available upon request a list of school personnel who are authorized to administer seizure medication, the date the training was successfully completed, and the certificate showing successful completion.

## **Individuals that Must be Trained**

The following individuals must receive statutorily required training approved by the State Board of Education and available here: <https://azsbe.az.gov/resources/seizure-training>.

Nurses, under contract or employed by the school:

If they receive a seizure management and treatment plan, they must complete an online course of instruction for school nurses regarding managing students with seizure disorders as required by A.R.S. § [15-160.02](#) and approved by the State Board of Education (SBE). This training shall be completed within thirty (30) days of receiving the first seizure management plan. A new hire shall complete the training during a school's new hire orientation unless proof of successful completion within the last five (5) years is

submitted. Training must be completed at least once in a five (5)-year period. Information regarding SBE-approved training shall be posted on the Board's website.

Nurses and at least one (1) other school employee:

Training to administer or assist with the self-administration of both 1) as seizure rescue medication or a medication prescribed to treat seizure disorder symptoms; and 2), a manual dose of prescribed electrical stimulation using a ~~vagus nerve stimulator magnet~~ Vagus Nerve Stimulator Magnet.

Principals, guidance counselors, teachers, bus drivers or classroom aides whose duties include regular contact with students who have submitted a seizure management and treatment plan:

An online course of instruction for school personnel regarding awareness of students with seizure disorders as required by A.R.S. § [15-160.02](#) and approved by the State Board of Education (SBE). This training shall be completed within thirty (30) days of receiving the first seizure management plan. A new hire shall complete the training during a school's new hire orientation unless proof of successful completion within the last five (5) years is submitted. Training must be completed at least once in a five (5)-year period. Information regarding SBE-approved training shall be posted on the Board's website.



**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – VIII-E**

**Agenda Item**  
**Bond Update**

For Board:     Action             Discussion             Information

**Background –**

Attached is the monthly bond update from H2 Group, Capital Project Management.

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

Information Only.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number – IX**

**Agenda Item  
Board Development**

For Board:     Action             Discussion             Information

**Background –**

- A. A Strategic Planning for School Leaders Chapters 4 & 5
  - What are academic and social emotional outcomes we want to discuss with parents when we meet with each school community?
  - What reporting does the Governing Board need from district administration to help guide their interaction with the community during the Needs Assessment (community forums) portion of preparing for a new or updated strategic plan?

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

**OSBORN SCHOOL DISTRICT NO. 8**

**December 17, 2024**

**Board Meeting**

**The Osborn Community advances the full potential of every child  
by developing emotional intelligence and academic excellence.**

**Agenda Item Number –X**

**Agenda Item**

**Reflections/Feedback on Meeting**

For Board:     Action             Discussion             Information

**Background –**

Reflect on the business of tonight’s meeting. You may comment on how it aligns to our goals.

**Legal**

**Financial**

**Governing Board Goals**

- Community Connectedness and Increased Enrollment
- Maximize Student Learning & Achievement from PreK to High School
- Stewardship and Boardmanship
- Equity & Excellence for Opportunity and Outcomes

**Recommendation**

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F

OSBORN SCHOOL DISTRICT NO. 8

December 17, 2024

Board Meeting

The Osborn Community advances the full potential of every child by developing emotional intelligence and academic excellence.

Agenda Item Number – XI

Agenda Item

**Future Agenda Items**

For Board:  Action  Discussion  Information

Future

Mrs. Ford

- Look at drop off and pick up procedures at all the schools and **(schools are having conversations among their leadership teams or site councils and can report out intention of communication on procedures for parent handbooks for 25-26)**
  - how parents can be educated on the procedures
  - And how to keep everyone safe

Mrs. Greenberg

- Calendar for 25-26 school year and would love to plan out the next 3 years **(discussion and vote in 12/17 meeting)**
- Strategic plan
  - Calendar dates for listening sessions to get community input **(dates for individual school sessions sent in 12/13/24 Update to the Board)**
- Look at suspension/ discipline data from 1<sup>st</sup> semester and use for 2025-2026 planning **(Admin team has been reviewing attendance, discipline, and enrollment goals monthly and tracking progress on each. The goal is to bring this as a Work Study item to the board in February '25).**
- Review of program and course curriculum to determine what materials are used for and if there are areas that haven't been reviewed- **(list to the board being compiled and presentation of "what is and isn't working" can be an administrative report/presentation by Teaching & Learning for January or February '25)**
  - list sent to Board of what the district has followed by discussion of what admin would like to see and determine what is and isn't working

Agenda Item Number – XII

Adjournment

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ P/F